rnett

BEFORE THE NATIONAL WAR LABOR BOARD.

-o-

Employes, Complainants,	)	
vs.	)	Docket No. 687.
Palmetto Phosphate Company, Defendant.	)	

-o-

Federal Bldg., Tampa, Florida,

Wednesday, December 11th, 1918,

10.00 o'clock, a. m.

-o-

The hearing of this matter was taken up pursuant to notice.

BEFORE: Examiners Benjamin K. Raleigh, Ashton G. Clapham and William P. Meredith.

APPEARANCES: Edward Crough (503 Denham Bldg., Denver, Colorado) and V. Urquhart(Secy.Local 253, et al.,International Union of Mine,Mill & Smelter Workers,Mulberry, Fla.), appearing for complainants.

A. C. Turner of Messrs. Knight, Thompson & Turner, appearing specially for defendant.

-o-

P R O C E E D I N G S.

Examiner Raleigh: We will come to order, gentlemen, please. This hearing is in case 687 on the docket of the National War Labor Board, the complaint of the employes of the Palmetto Phosphate Company of Tiger Bay, Florida, against that company. The complainants representing the employes are George W. K. Collins, R. D. Cole and P. M. Schaill, authorized committee.

Who appears for the employes in this case?

Mr. Crough: I appear for the employes, Mr. Chairman.

Examiner Raleigh: Will you enter your appearance and also the appearance of the committee?

Mr. Crough: The committeemen will give their names to the stenographer.

(Here appearances were entered on behalf of complainants by R. D. Cole and D. C. Russell, appearing for the committee.)

Examiner Raleigh: Who appears for the company?

Mr. Turner: I have that distinction, Mr. Chairman.

Examiner Raleigh: Now, Mr. Crough, will you proceed, please?

Mr. Crough: In this case the employes complain against the Palmetto Phosphate Company. There are some 197 employes, skilled and unskilled, working for inadequate wages; 85 per cent of whom work 12 hours and 15 per cent,

including mechanics, work 10 hours. The company denies the right of collective bargaining. The men asked for a conference with the employers to adjust grievances and the employers refused to confer with them; also refused mediation of the United States Department of Labor. We claim and ask for an eight hour day and an increase of wage and that discrimination will end. On August 15th, 1918, the following communication was sent to H. M. Mansfield, general manager of the Palmetto Phosphate Company (reading):

(Exhibit 1)

"Ft. Meade, Fla., Aug. 15, 1918.

Mr. H. M. Mansfield,

Gen. Manager Palmetto Phosphate Co.,

Tiger Bay, Fla.

Dear Sir:

The undersigned committee of your Employees, selected by the Ft. Meade Mineral Workers Union No. 254, beg to submit the enclosed agreement and wage scale for your consideration.

We respectfully request that a conference be held between you or your authorized agents and this Committee, the time and place to be designated by you; the conference to be held not later than August the 27th, 1918, so that an amicable adjustment may be arrived at respecting the enclosed agreement and wage scale.

We respectfully request reply to this communication on or before August the 20th, 1918. Failure to reply within the date above mentioned will be considered a refusal.

Hoping you will give this matter favorable consideration, we remain

Yours respectfully,

T. L. Clark

L. W. Harrell

Geo. W. Collins

Committee."

(Which paper, consisting of one sheet, was marked "Exhibit 1, Witness Crough", and is returned with this record as part thereof.)

(Mr. Crough then read a draft of contract as follows):

(Exhibit 2.)

"Contract.

This agreement made and entered this_____day of_____, Nineteen hundred and eighteen (1918), by and between the Hereinafter designated as the Company, party of the first part, and Mulberry Mineral Workers Union, International Union of Mine, Mill and Smelter Workers, hereinafter designated as the Union, party of the second part.

Witnessed. Article 1.

Section 1. It is agreed that the Company shall employ members of the Union, and all employees working within the jurisdiction of the Union shall become members of the Union

within fifteen (15) days after the adoption of this agreement. And all who may hereafter be employed by the Company, within the jurisdiction of the Union, shall become members of the Union within fifteen (15) days after such employment commences.

Section 2. It is agreed that the Company shall deduct from its regular pay roll the dues, initiation fees and assessments due the Union from the members thereof, for which an order shall be signed by the members of the Union. The Secretary of the Union shall supply a list of all deductions to be made on the_____day of each month at the Company's office. Such deductions to be paid to the Secretary-Treasurer of the Union on the _____ day of each month for the month next preceding. The Company to furnish a list of its employees when requested by the Secretary of the Union.

Article 2.

Section 1. The Company shall have exclusive right to hire and discharge employees, and this right shall not be abridged by the Union. The Company agrees that no employee shall be discharged because of his membership in the Union or his activity in its behalf.

Article 3.

Section 1. That eight (8) hours in each twenty-four (24) hours shall constitute a shift of one day's work. All time worked over the eight (8) hour period to be paid for at the

rate of time and one-half, and double time to be paid for Sunday and holiday work. It being understood that overtime shall be worked only when shown to be absolutely necessary or in case of emergency.

Article 4.

Section 1. It is agreed that the Union Committee shall be recognized by the Company; take up and investigate any and all grievances that may arise between the Company and the employees in course of employment. And that no discrimination shall be exercised by the company against the Committeemen in performance of such work.

Section 2. It is agreed that if any member of the Union has been discharged and it is shown, upon investigation, that he has been unjustly discharged, he shall be reinstated in former position and shall be paid wages in full for the period of discharge.

Section 3. All grievances arising between the Company or its officials, and the Union and its members, that can not be adjusted by the Manager or Superintendent and the Union Committee, shall be referred to an arbitration Committee for settlement. Such committee to be composed of five (5) members, two (2) to be appointed by the Company, two (2) to be appointed by the Union, and these four to select a fifth (5) member. In case of inability to agree on the fifth (5) member, the United States Department of Labor shall be

xxx

requested to design the Chairman of the Committee. The Plant shall continue in operation, pending the decision of the committee. The decision of the Committee shall be binding upon all parties concerned.

Article 5.

Wage Scale

Electricians

Linemen	72¢ per hour;
Combination man,	72¢ per hour;
Armature,	77¢ per hour.

Railway Department

Locomotive Engineers,	72¢ per hour;
Fireman,	65¢ per hour;
Yardmaster,	72¢ per hour;
Waymasters,	72¢ per hour;
Foreman,	85¢ per hour.

Power House

Chief Engineer,	1.00 per hour;
Operation Engineer,	75¢ per hour;
Second Engineer,	65¢ per hour;
Switchboard Operator,	55¢ per hour;
Compressor Man,	55¢ per hour;
Oilers,	50¢ per hour;
Fireman,	60¢ per hour;
Producer Fireman,	55¢ per hour

Pumping Station

Engineer,	75¢ per hour;
Oiler,	55¢ per hour;
Fireman,	60¢ per hour.

Drag Line

Drag Line Operator,	85¢ per hour;
Fireman,	50¢ per hour;
Oiler,	50¢ per hour.

Brown Hoist

Operator,	85¢ per hour;
Fireman,	50¢ per hour.

Steam Shovel and Tractor

Operator,	85¢ per hour;
Craneman,	65¢ per hour;
Shovel Fireman,	55¢ per hour.

Trolley Men

Trolley Operator,	65¢ per hour;
Flagman,	50¢ per hour;
Pole Tender,	50¢ per hour;
Night & Day Watchman,	50¢ per hour.

Mining Department

Pit Foreman,	75¢ per hour;
Dam Foreman,	75¢ per hour;
Washer Man,	60¢ per hour;
Oilers,	55¢ per hour;

Motorman,	50¢ per hour;
Gunners,	50¢ per hour;
Suction Tenders,	50¢ per hour;
Dam Tenders,	50¢ per hour;
Track and Float Man,	75¢ per hour;
Other Labor not named in above,	45¢ per hour.

Mill Department

Mill Foreman,	75¢ per hour;
Assistant Foreman,	65¢ per hour;
Oilers,	50¢ per hour;
Motorman,	55¢ per hour;
Fireman,	50¢ per hour;
Car Roller,	50¢ per hour.

Car Loader Dumps

Car Loader Dumps,	$ 75¢
50 and 60 capacity box cars,	1.50
70 capacity box cars,	1.60
80 capacity box cars,	1.75
190 capacity box cars,	2.00

Mechanical Department

Boilermakers,	85¢ per hour;
Brick Mason,	85¢ per hour;
Machinists,	85¢ per hour;
Blacksmith,	85¢ per hour;
Pipe Fitters,	85¢ per hour;

Painter, 85¢ per hour;

Car Repairers, 85¢ per hour;

Carpenters, 85¢ per hour;

Foreman of the Mechanical Department to receive 90¢ per hour.

Article 6.

Section 1. Nothing in this agreement shall deny or preclude the right of employees, either by themselves or through the Union, from taking up with the Company the question of unfair treatment or any matter not herein specifically agreed upon which may require adjustment.

Section 2. This agreement shall be in full force and effect for the period of one (1) year from the date of its adoption and thereafter until either party to this agreement shall give thirty (30) days written notice of their desire to terminate or change its condition."

(Said contract, consisting of four sheets, was marked "Exhibit 2, Witness Crough", and is returned with this record as part thereof.)

Mr. Crough: I will say that the company completely ignored the request for a conference with the employes, and that the employes did everything within their power to get the company to meet a committee of its own employes and tried to adjust ~~xxxxxxx~~ with them wages, hours and working conditions in the district and to try to get them to cease

discharging members of the union who were competent and willing to do the work, and replacing them with non-union members.

The wage scale is entirely too low, the present scale being one of the lowest that is paid in the United States for any class of labor. There are two machinists working ten hours (reading):

(Exhibit 3.)

"Palmetto Phosphate Co.

No. EM-PLOYEES.	NAMES OF CRAFTS	HOURS	PRESENT WAGES	WAGE DEMANDS
	Mechanical Department			
2	Machinists	10	55 to 60¢ per hr.	72½¢ per hr.
1	Blacksmith	10	45¢ per hr.	72½¢ per hr.
1	Boilermaker	10	60¢ per hr.	72½¢ per hr.
1	Pipe Fitter	10	32½¢ per hr.	72½¢ per hr.
11	Carpenters	10	27½ to 32½ per hr.	72½¢ per hr.
3	Locomotive Engineers	10 to 12	30 to 40 per hr.	72½¢ per hr.
1	Painter	10	30¢ per hr.	72½¢ per hr.
1	Bricklayer	10	40¢ per hr.	72½¢ per hr.
2	Electricians	10	27½ to 35¢ per hr.	72½¢ per hr.
0	Armature Winders			
2	Car Repairmen	10	35 to 37½¢ per hr.	72½¢ per hr.
3	Foremen of above Departments	10	35 to 58 per hr.	80¢ per hr.
0	Shovel Engineers			
0	Cranemen			

9	Firemen	10 to 12	27½ to 31-1/3	60¢ per hr.
0	Chief Engineers			
2	Operating Engineers	12 to 18	27 to 30 per hr.	60 per hr.
2	Switchboard Operators	12 to 18	22-11/12 per hr.	60 per hr.
5	Oilers	12	20 to 23 per hr.	60 per hr.
4	Mill&Mine Foremen	12	35 per hr.	75 per hr.
1	Yard&Weigh Master	10	35 per hr.	75 per hr.
6	CarLoaders Hazardous	10	Contract	75 per hr.
2	Washermen	12	25 cts.pr.hr.	60 per hr.
6	Gunners	12	22-11/12 per hr.	50 per hr.
4	Suction Tenders	12	22-11/12 per hr.	50 per hr.
10	Motormen	12	20-5/6 per hr.	50 per hr.
80	Common Labor	10 to 12	.09 7/12 to 22-11/12	45 per hr.
2	Track&Float Foremen	10	27½ to 39 per hr.	75 per hr.
0	Trolley Operator			
1	Watchman	12	30 per hr.	60 per hr.
0	Drag Line Operator			
1	BrownHoist Operator	10	32½ per hr.	75 per hr.
168	total			

(Which paper, consisting of one sheet, was marked "Exhibit 3, Witness Crough", and is returned with this record as part thereof.)

Mr. Crough: I will say the company at the present time is not working a normal force. We have cases of discrimination against this company. There is a letter

sent by Mr. Mansfield to the foreman, and we claim this foreman was competent to do the work and given entire satisfaction and that because he was a member of a trade union the general manager of this company discharged him and put another man, a non-union man, later on in his place. This is a letter to Mr. T. J. Davis, foreman (reading):

(Exhibit 4.)

"THE PALMETTO PHOSPHATE COMPANY,

Office, Keyser Building

BALTIMORE, MD.

Tiger Bay, Fla., Oct. 31st, 1918.

Mr. T. J. Davis, Foreman,

#2 Mine,

Tiger Bay, Fla.

Dear Sir:-

Owing to the fact that it has become necessary to consolidate the work at the mines, thus reducing the number of foremen, your services will no longer be required.

We hand you, herewith, check for $125.00, less $1.40 for supplies purchased, in full settlement.

The writer very much regrets that conditions have rendered such a step unavoidable.

Yours truly,

Harvey M. Mansfield,

Asst. Superintendent."

(Which letter, consisting of one sheet, was marked "Exhibit 4, Witness Crough", and is returned with this record as part thereof.)

Mr. Crough: I would like to put Mr. Davis on the stand as a witness, Mr. Chairman, to explain how he was discharged. Mr. Davis, will you kindly come to the stand?

-o-

THOMAS J. DAVIS,

called as a witness on the part of the complainants, testified as follows:

Reporter Barnett: Your full name?

Mr. Davis: Thomas J. Davis.

DIRECT EXAMINATION

By Mr. Crough:

Q. You were employed by the Palmetto Phosphate Company for how long a time, Mr. Davis?

A. Eight years and five months.

Q. When did you leave their service?

A. The last day of November - October, I should say.

Q. How did you come to leave? Explain to the Board how you were discharged?

A. Well, about three weeks before he sent me that letter and check, he came out and told me that he wanted me to notify everybody that he never would recognize a

union, now or at any other time; and he told me that I was not loyal to the company as a foreman to belong to the union. That was at the beginning of the month. I had worked about a week in that month; and the last day of the month he was thru with my services. I had never heard any kick on the work at all and he put a non-union man in my place.

Q. You had been working eight years for the company. How long had you been working at that particular job as foreman?

A. I had been working there eight years and five months and had been foreman about four years before I went there.

Q. Four years?

A. Yes, foreman of the pit.

Q. How long was it after discharging you or laying you off, how long a time was it before he put another man in your place?

A. They put the non-union man in my place - they ran two pits one month and the first of the month following he got another man to take my pit, a man that had been at the time there about six weeks.

Q. Do I understand you that Mr. Mansfield told you that he had to lay off some of the men in order to ~~get~~ cut down the cost of production, and that he put another man in

charge of your work, in charge of the two departments for a few days -

A(interrupting). One month.

Q. And then turned around and put a pit foreman in the department you had left?

A. Yes, sir; that is the way it is working now.

Q. And that foreman is there?

A. Sir?

Q. So they have not cut down, so far as that part of it is concerned they have not cut down any in the cost of production, and still have that foreman?

A. I think they put on a foreman a month from the time they laid me off. They consolidated just one month the two pits.

Q. Did Mr. Mansfield tell you that the union was no good; that you should not have anything to do with it, or that he would not allow his men to join or have anything to do with it?

A. Well, he told me a foreman was not loyal to the company to join it. He asked me not to join it.

Q. And when he found out you were a member he had no further use for your services?

A. No, sir.

Mr. Crough: That is all, Mr. Chairman.

By Examiner Raleigh: One minute, sir. When did you join

the union?

A. In June.

Q. In June of this year?

A. Yes, sir - the latter part of June or the first of July; I wont say fore sure which, but I think it was the latter part of June.

Q. When did this conversation with Mr. Mansfield take place?

A. About the first week in October.

Q. First week in October?

A. Yes, sir

Q. How many men joined the union at this time?

A. I couldnt answer that question, I dont know. I think all of them were union men. All of my men were union men before I joined. I told Mr. Mansfield I did not join until all my men joined. I was working anywhere from 16 to 20 men and every one joined before I did; but how many men there that belonged that works for the company joined the union - I dont know how many.

Q. Did Mr. Mansfield have any objection to the men under you joining the union that he expressed to you?

A. Yes; he did not want any of them to join the union.

Q. What did he say?

A. He just told me he would not recognize the union;

that the company would not recognize it then or no other time?

Q. Were any of these other men under you discharged?

A. No; he just laid off all his foremen that belonged to the union.

Q. How many foremen did he lay off?

A. Three, I believe, as well as I remember. One of them he did not lay off; he put him back on another job.

Q. What was his full name?

A. Lawrence Harrell.

Q. What was the name of the other man - the other foreman?

A. One of them was Arthur Joiner.

Q. Jordan?

A. Joiner.

Q. When you got this letter dated October 31st, 1918, from Mr. Mansfield, notifying you -

A(interrupting). How is that?

Q. I say, when you received this letter dated October 31st, 1918, from Mr. Mansfield, notifying you that your services would not longer be required, did you go and see Mr. Mansfield?

A. No, sir.

Q. Mr. Mansfield says in that letter that owing to the fact that it became necessary to consolidate the work

at the mines, thus reducing the foremen, your services were no longer to be required. Do you know of your own knowledge whether the work at the mines was consolidated?

A. Yes, sir; it was consolidated for one month.

Q. Well, that was for the month of November?

A. Yes, sir.

Q. Do you know what happened after that one month?

A. I dont know. I seen a foreman Monday who said they had hired him to run an overburden pit.

Q. Run what?

A. To run an overburden pit the first of this month.

Q. Where are you employed now?

A. In Brewster.

Q. On what work?

A. Foreman on the same kind of work.

Q. What company?

A. I cant name the company. Mr. -

A Voice: American Cyanamid Company.

Examiner Raleigh: Do you want to ask the witness any more questions, Mr. Crough?

Mr. Crough: No, sir.

Examiner Raleigh: Do you want to ask this witness any questions, Mr. Turner?

Mr. Turner: No.

(Witness Excused.)

-o-

D. C. RUSSELL,

called as a witness on the part of the complainants, testified as follows:

DIRECT EXAMINATION

By Mr. Crough:

Q. Mr. Russell, here is a case of discrimination; here is a letter to Secretary Lauck of the National War Labor Board(reading):

(Exhibit 5.)

"Ft. Meade, Fla., Nov. 29, 1918.

Mr. W. Jett Lauck,

Sec. of National War Labor Board,

Washington, D. C.

Dear Sir:

We submit the following case of discrimination by the Palmetto Phosphate Company, M. H. Mansfield, Supt:

Mr. Albert Shackelford, an employee of the said Company, was fired on November 29th, because he joined the Union two days before. His foreman claimed that he had instructions to let him go on that charge.

Respectfully yours,

Signed R. D. Cole

D. C. Russell

Grievance Committee."

(Said letter, consisting of one sheet, was marked

"Exhibit 5, Witness Russell," and is returned with this record as part thereof.)

Q. What do you know about that case, Mr. Russell?

A. Well, the party wanted to join the union and he came to see some of us about joining and made his application and went in. The foreman did not belong to the union. He was against it. Two days after he joined he discharged the boy and told him he had orders to discharge any of his men that joined the union.

Q. Told him he had orders from whom - from Mr. Mansfield?

A. Yes, from Mr. Mansfield.

Q. To discharge him because he had joined the union?

A. Yes, sir.

By Examiner Raleigh:

Q. Did you hear him say that?

A. I did not hear ~~him~~ the foreman say that, no, sir.

Q. How do you know he said that? Who told you?

A. The boy.

Q. The boy told you this conversation had happened?

A. The foreman, he said, told him he would have to discharge him for joining the union.

Q. What was the name of the foreman?

A. J. H. Hare.

Examiner Raleigh: What is the name of the boy who was

discharged, Mr. Crough?

Mr. Crough: I think it is Shackelford.

Examiner Raleigh: Is he present?

Mr. Crough: No; we could not locate him yesterday, Mr. Chairman. We tried to get him yesterday and get him down here, but we could not get in touch with him.

Examiner Raleigh: Do you want to ask this witness any questions, Mr. Meredith?

Examiner Meredith: No.

Examiner Raleigh: Mr. Clapham?

Examiner Clapham: No, sir.

By Mr. Crough:

Q. Do you know anything about Mr. J. M. Sturges, who it is claimed was fired on October 19th, 1918 (reading):

(Exhibit 6.)

"Ft. Meade, Fla., Nov. 27, 1918.

Mr. W. Jett Lauck,
Sec. National War Labor Board,
Washington, D. C.

Dear Sir:

We submit the following case of discrimination by the Palmetto Phosphate Company, H. M. Mansfield, Supt:

Mr. J. M. Sturges, fired on October 19th, 1918, foreman of this department (carpenter), stated that he was giving satisfactory service, but Gen. Manager Mansfield

issued orders for his discharge, claimed to have to cut expense. And at the same time placed non-union men on same job and a week later hired three more non-union men.

Respectfully yours,

R. D. Cole

D. C. Russell

Grievance Committee."

(Which letter, consisting of one sheet, was marked "Exhibit 6, Witness D. C. Russell," and is returned with this record as part thereof.)

By Mr. Crough:

Q. Do you know anything about Mr. Sturges being discharged?

A. Yes, sir.

Q. Will you tell the Board how he was discharged, if you know?

A. Well, he was discharged, but I did not understand exactly how they discharged him, only what he said, that they told him he was giving satisfaction, and I worked right around him all the time and he seemed all right on the job and they put a non-union man in his place.

Q. They have a non-union man since, and then they put on three more later, so they are not cutting the force any?

A. Yes, sir.

Q. They are still putting on men?

A. Yes, sir.

Q. And yet they discharged this man and told him in particular they were cutting down the force?

A. Yes, sir.

Mr. Crough: That is all.

Examiner Raleigh: Mr. Clapham?

Examiner Clapham: No.

Examiner Raleigh: Mr. Meredith, any questions?

Examiner Meredith: No, sir.

Examiner Raleigh: Do you desire to ask this witness any questions, Mr. Turner?

Mr. Turner: No, sir.

Mr. Crough: Now, here is the case of H. W. Martin, was in the employ of this company and was discharged for not buying Liberty Bonds. He was unable to buy bonds because of sickness and the smallness of his wages (reading):

(Exhibit 7.)

"Ft. Meade, Florida, Nov. 27, 1918.

Mr. W. Jett Lauck,

Sec. National War Labor Board,

Washington, D. C.

Dear Sir:

We submit the following case of discrimination by the Palmetto Phosphate Company, H. M. Mansfield, Supt:

Mr. H. W. Martin, an employee of one year con-

tinuous service, was discharged October 24th, 1918, for not buying Liberty Bond. He was unable to buy bonds on account of sickness and small wages. He has family of six and wages of $2.50 per day and has to pay house rent $5.00 per month. He was discharged and a non-union man put in his place.

Respectfully submitted,

R. D. Cole,

D. C. Russell

Grievance Committee."

(Which letter, consisting of one sheet, was marked "Exhibit 7, Witness D. C. Russell", and is returned with this record as part thereof.)

By Mr. Crough:

Q. Do you know about that?

A. I know that he was discharged and he said that was the reason, that they told him they would discharge him if he did not buy a bond and he just was not able to buy the bond at all. They discharged him and put a non-union man in his place.

Q. He was a member of the union?

A Yes, sir.

Q. And they put a non-union man in his place after discharging him?

A. Yes, sir.

Mr. Crough: That is all in that case.

By Examiner Raleigh:

Q. Did he tell you about that?

A. Yes, sir.

Q. Who did he say told him he was being discharged because he did not buy a Liberty Bond?

A. He said his foreman told him he would have to buy a Liberty Bond or be discharged.

By Examiner Meredith:

Q. What is his foreman's name?

A. I would have to ask Mr. Cole.

By Mr. Crough:

Q. Williams, wasnt it?

A. Williams.

By Examiner Raleigh:

Q. Has the foreman full authority at this company's mine to hire and discharge the men?

A. They have not; they have authority thru Mr. Mansfield.

Q. Mr. Mansfield does the employing and discharging?

A. Yes, sir; he gives the foremen authority to hire and discharge. They get authority from him in each case. They have a letter to that effect.

Q. Do you know this foreman?

A. Yes, sir.

Q. Did you ever have any conversations with him yourself?

A. No, sir - not but very little.

Q. Ever have any conversation with him about the union? What his instructions were from the company about the union men?

A. No, sir.

Q. All you know is what had been told to you third hand?

A. Yes sir.

Mr. Crough: That is all.

Examiner Raleigh: Any questions, Mr. Turner?

Mr. Turner: No, sir.

(Witness Excused.)

-o-

R. D. COLE,

called as a witness on the part of the complainants, testified as follows:

DIRECT EXAMINATION

By Mr. Crough:

Q. Mr. Cole, you have just heard those charges of discrimination against the company read. Will you just tell what you know about those different cases to the Board?

A. Which one do you want to hear about first?

Q. Well, it dont make any difference - Shackelford, I believe, was the first one.

A. Well, Shackelford, he told me - I heard he got fired, so I went down and talked to him and asked him and he told me that Hare told him that he had orders from headquarters to fire him if he joined a union.

Q. Did he join a union?

A. Yes, sir; I taken in his application.

Q. Was he discharged afterwards?

A. Well, I never seen the papers where he was discharged; but he told me this and said he would swear that he was discharged for that - that is what they said.

By Examiner Raleigh:

Q. What was the reason given for his discharge by the company?

A. He said the foreman told him that it was on account of his joining the union?

By Mr. Crough:

Q. What do you know about the other cases?

A. Martin?

Q. One is Martin, I believe.

A. Well, Martin told me that they asked him to buy Liberty Bonds, and he said he was not in shape to buy them. He said if he bought them he could not pay for them; that his family was too large and he was not getting enough to

buy them; he said they told him if he could not buy Liberty Bonds and be patriotic they did not want him - didnt need him on the job. He didnt say the manager told him, but he said his foreman.

Q. Well, when he left the job, did another union man take his place, or was it a non-union man?

A. Well, I dont remember whether he belonged to the union when he taken this job or not. You might call on Mr. Russell for that; I dont remember.

Q. There was another case, Mr. Davis; what do you know about that case?

A. Well, I dont know much about that, only what I heard.

Q. Did they put a man - after they discharged Mr. Davis, they consolidated two departments to one man in charge?

A. Yes, sir.

Q. And then after a few weeks they put on another man in Mr. Davis' place?

A. Yes, sir; and he is still in the place.

Q. And they still have a foreman on the job that he was on?

A. Yes, sir.

Q. At the present time?

A. Yes, sir.

Q. So they have not consolidated anything?

A. No, sir.

Q. Those cases where they claim they were consolidating the plant and reducing the force to cut down the cost of production, their statements are not true?

A. No.

Q. They have not consolidated anything there and they have not reduced the force?-

A. Nothing whatever.

Q. When they learn that a man is a member of the union they put another man in his place?

A. Yes, sir.

Mr. Crough: That is all, Mr. Chairman.

By Examiner Raleigh:

Q. Are you still in the employ of this company?

A. Yes, sir. I was up until Saturday night.

Q. You mean you dont know then whether you are or not?

A. No, sir; I would not swear to it.

Q. You have not been notified that you have been discharged?

A. No, sir.

Q. What do you do for this company?

A. Well, I have been running a brown hoist. I do anything that comes to hand here lately.

Q. Does the company know that you are a member of the union?

A. Yes, sir.

Q. Anything ever said to you about the union by the company officials or the foremen?

A. Yes; but not a great deal.

Q. Tell us about it - who said it and what did they say?

A. Well, he asked me did I belong to the union -

Q(interrupting). Who asked you?

A. Mr. Mansfield?

Q. That is the superintendent?

A. Yes, sir; and at the time I did not, and later he called me in and asked me, did I intend to join.

Q. You say he called you in?

A. He called me into his office, and I told him yes, that I guessed I would.

Q. What did he say?

A. He did not say anything else. So when I told him that he quit talking to me, and I went back on the work.

Q. Did you continue for the company?

A. Yes, sir.

Q. Right along?

A. Yes, sir.

Q. Did your foreman ever say anything to you?

A. No, sir; I am not under any foreman; I am under him.

Q. Under whom?

A. Under the superintendent, Mr. Mansfield.

By Examiner Clapham:

Q. Do any of the foremen belong to the union in that company?

A. Any of the foremen?

Q. Yes.

A. Why, I could not be positive. I think there is one.

By Examiner Raleigh:

Q. Is he still there?

A. He was when I left.

By Examiner Clapham:

Q. So far as you know, did all men in that company buy Liberty Bonds except this one?

A. Well, I could not say that all of them did. A good percentage of them did. Everybody that was able taken what they could.

By Examiner Raleigh:

Q. Was there any effort made by the company to prevent your appearing here in this proceeding?

A. No, sir, not for myself. He told me I could get off long enough to come.

Mr. Crough: That is all.

Examiner Raleigh: Any questions, Mr. Turner?

Mr. Turner: No, sir.

(Witness Excused.)

-o-

Mr. Crough: Mr. Clark?

F. L. CLARK,

called as a witness on the part of the complainants, testified as follows:

DIRECT EXAMINATION

By Mr. Crough:

Q. You worked sometime ago for the Palmetto Phosphate Company, Mr. Clark?

A. Yes, sir.

Q. Are you working for them now?

A. No, sir.

Q. What did you do - quit of your own accord?

A. No, sir.

Q. Did they discharge you?

A. Yes, sir.

Q. Tell the Board just why you think they discharged you?

A. Well, about 15 minutes of going off time one evening they called me in and - he called me to the office.

Q. What did he say to you?

A. He told me -

Q(interrupting). Did he tell you you were discharged?

A. Yes, sir; he told me he did not need me any longer; that he was going to cut the force - cut expenses. And he told me my work had been satisfactory and he would pay me up to the end of the month, and he didnt have no further use for me.

Q. What were you doing?

A. Well, I was in the floating gang, foreman.

Q. Did he put anybody else in your place?

A. Yes, sir, - in about two weeks he hired another man and put him in my place.

Q. So he didnt cut the expenses down any?

A. No, sir.

Q. Simply discharged you and after a week or two put another man on the job?

A. Yes, sir.

Mr. Crough: That is all, Mr. Chairman.

By Examiner Meredith:

Q. Was the other man a union man he put in your place?

A. No, sir; non-union man.

(Witness Excused.)

Mr. Crough: Mr. Chairman, it is evident Mr. Mansfield is taking advantage of those men out there; that

he discharges men when he finds out they are members of the union and uses as an excuse that they want to cut down the cost of production, and after a week or two he puts other men in their places. They have not reduced the force and have not cut down the cost of production one cent, but it is simply using those means to try to get rid of men because they are members of a trade union. It is working out a hardship on the men down there and is liable to have serious results, because I am going to say that the men have told me they will not much longer work under this kind of condition; that they believe they have a right to belong to a trade union and that the President in his proclamation creating the War Labor Board said they had such a right and that the company should not interfere with that right. They have a legal right to belong to a trade union and they say that they will not much longer tolerate the action of Mr. Mansfield; and it is liable to result in serious things in that particular part of the Mulberry district.

We believe we are entitled to an eight hour day because of the peculiar character of this work, the men have to use dynamite and the large amount of dust that is in the driers makes it very unhealthy there for the men working, in particular twelve hours a day. In other parts of the mine they have to work in wet weather and mud and

have to stand in this water and mud for twelve hours; that that company dont furnish boots to protect their feet. In some instances they have furnished a two dollar slicker, but that does not prevent the man from getting wet. We believe we are entitled to an eight hour day because there is an eight hour day in force in all plants/~~xxxxxxxxxxxxx~~ of this kind all over the country, not alone in this country, but in all European countries wherever mining is going on and the men are working under an eight hour system and it is deplorable that in one of the most up to date, progressive countries in the world we should find a corporation like this working men twelve hours. In this case, in some instances this company works men as long as eighteen hours. We believe we are entitled to an eight hour day because the government has put into effect an eight hour day for its employes. We feel that the government made a study and carried on investigations of living conditions and its effect on men who work, that they found it was necessary to preserve the labor of the country and that labor should work an eight hour day.

I believe we are entitled to time and a half for time over eight hours. If a man puts in extra time over his day's work it in many cases and all cases tends to sap his vitality and he should get some remuneration for that. If it is proper for the government to pay time and a half for

overtime with double time for Sundays and holidays, we believe it is right and proper that any corporation or employer should do at least the things that the government sees fit to do.

We believe we should have the right of collective bargaining because it brings peace into a district, creates harmony between the employer and employe, and benefits labor by knowing that an employe will remain working for a certain period for certain wages, hours and working conditions, and that there is not the remotest chance of any labor troubles or strikes; that he can mine phosphate and tell just exactly what it will cost him to mine each tone or any other quantity, and consequently can contract to sell his product many months ahead. It is also a benefit to the employer because it creates efficiency - more efficiency in the plant, the men knowing that they will not be discharged except for just and proper cause, and knowing they wont be discharged because they may not be liked by the foreman or because of some personal enmity ~~of~~ the foreman might have toward them. They know that if they are discharged by a foreman for some private reason that upon investigation by a committee and the company officials the chances are they will be reinstated on the job. Practically in all of the mining industries there are agreements between employers and employes whereby the interests of both are protected.

I will say that in the present time in the coal mining industry there are over 95 per cent of the employers or owners of coal mines have time agreements with their employes; and these people would not operate their mines under any other kind of conditions and openly say so.

I believe we are entitled to at least a substantial raise in wages to meet the increased cost of living. We can prove that the wages paid now are entirely too low; that the men, after working for a period of two weeks, after their store and other accounts are taken from their pay check, have nothing, in many cases, left; and it is only in a very few cases that they have even as high as five dollars. I would like to introduce a number of pay envelopes from this company where men were getting a weekly wage which shows they have practically nothing left.

Here is one where the wages are $21.00; the store account $18.60; beef $2.40; leaving a balance of 57 cents (this envelope was not correctly read; it should be wages $21.00; store account $18.60; leaving a balance of $2.40 and then deduct from that beef $1.63, leaving 57 cents). (Reporter.)

Another man, wages $8.80; bond $2.00; store account $6.00; leaving a balance of 80 cents.

Another for wages $19.60; special $2.00 for bond; store account $17.08; leaving a balance of 52 cents.

Another one -

Examiner Raleigh: These represent how long a period?

Mr. Crough: Well, some of them are two weeks and others might be nine days or ten days - the wages are usually around $2.50.

Examiner Raleigh: There is nothing here to indicate.

Mr. Crough: Nothing to indicate; but it was in a two weeks period. Now, there may have been days within that two weeks period that they could not work because of the weather conditions, or something; but this is the regular pay envelope at the end of the two weeks period.

Examiner Raleigh: What do you mean by this "short"?

Mr. Crough: Means that they are short, Mr. Chairman.

Examiner Raleigh: Means the man owes the company money?

Mr. Crough: Yes. Here is one where they charge a man 20 cents for telephone and store account $9.59 and beef 35 cents, leaving a balance of $1.86.

Here is one, wages $26.00; store account $14.92; beef $1.45; doctor, $5.00; stable $1.00; leaving a balance of $3.63.

Here is one for wages $26.00; store account $15.58; beef $1.50; doctor Lewis $5.00; table $1.00; leaving a balance of $3.32.

Here is another for wages $22.20; store account

$19.48; beef $2.10; leaving a balance of 62 cents.

Here is one for wages $26.00; store account $28.15; leaving the man indebted to the company for over $2.00.

Here is one wages $2.00 and store account $2.15, leaving the man 15 cents short.

Here is another man had $20.00 coming and $24.00 and something store account, and after his two weeks period he owed the company $5.37.

Here is another where the man's wages were $14.50; bond $2.00; store account $23.45; leaving him indebted to the company after his two weeks period of $10.95.

Another one's wages were $22.00; store account $15.00;beef $7.00; Liberty Bond $2.00; leaving $5.00 of a balance.

Another's wages $16.50; store account $13.65; beef account $2.20; balance 65 cents.

Another's wages $22.00; store account $10.70; beef 40 cents; Dr. Lewis $3.00; Dr. Williams $7.00; leaving a balance of 90 cents.

Another, wages $19.00; bond $2.00; store account $10.64; Dr. Lewis $2.75; leaving a balance of $3.61.

Next, wages $6.45; store account $5.35; beef $2.13; leaving him $1.03 short, - owing the company that.

Another, wages $15.20; store account $10.34; beef $1.20; balance $3.66.

Another, wages $22.00; store account $20.52; beef $3.10; leaving him indebted to the company $1.62.

The next one, the wages were $21.00; bond $2.00; and supplies $1.40; store account $22.26; leaving him short $4.66, owing to the company.

Another, wages $2.50; store account $2.95; leaving him short 35 cents.

The next one is wages $21.00; store account $30.60; leaving the men indebted to the company $9.60.

Another one, wages $21.00; bond $2.00; store account $25.12; leaving the man indebted to the company $6.12.

Another one, wages $24.00; store account $29.93; leaving the man indebted to the company $5.93.

The next one, wages $10.50; bond $1.00; store account $12.40; leaving him indebted to the company $2.90.

The next one, the wages $33.00; bond $2.00; store account $20.71; beef $3.95; leaving the man a balance of $6.34.

Another one was the wages $35.75; store account $24.00; Dr. Lewis $5.35; and $6.40 for some other article, leaving the man even.

Another, wages $21.00; store account $18.02; ~~hmf~~ stable $2.80; leaving the man a balance of ~~$~~ 18 cents.

We believe, Mr. Chairman, that this, in itself, ought to be sufficient ~~for~~ evidence to prove ~~that~~ beyond a shadow

of doubt that these men are not getting sufficient wages to meet the cost of living. When a man working, at the end of two weeks' period finds himself indebted to the company, it is rather a strange thing to happen in this country or in any other country. The only country I know of where men were forced into such peonage as that is Mexico. It seems that in this twentieth century, in this United States, the most progressive people, we are supposed to be, in the world, that we are trying to force our people back into the conditions that they have been working under four and five hundred years ago. We have in Mexico the result of those conditions in the past five, six or seven years; Mexico has been torn by revolts, by war and by dissensions; in Mexico they had a system that they advanced money to a man or advanced him food and then the laws of Mexico compelled that man to remain in the employ or in the service of the man he was indebted to until such time as the debt was paid; and the employer saw to it that the man never did get sufficient wages to pay that debt. So consequently he was a peon for the rest of his life. And this company, in this state of Florida, seems to be trying to do the same thing, to pay sufficient wages to the men so that they will be indebted to them for every two weeks pay. This we believe in itself should be sufficient proof that the men are not getting enough wages to

meet the cost of living.

I will say that the sanitary conditions are bad; that the drinking water is not properly taken care of; and I will introduce testimony to show the many grievances that the men are working under at that particular plant. I would like to put a committeeman on the stand again - Brother Cole.

-o-

R. D. COLE,

recalled as a witness on the part of the complainants, further testified:

DIRECT EXAMINATION

By Mr. Crough:

Q. Mr. Cole, about how many - or about what percentage of the men does the company give houses to or have houses for? Half of them or 50 per cent or 60 per cent?

A. I dont know exactly what percentage; but I can tell the number of men and the houses.

Q. Well, suppose you tell the number of men and the number of houses?

A. Well, up to two weeks ago there was around about 170 men and 100 houses - colored and white together.

Q. Now, the men that have not got any houses from the company, do they have to rent houses?

A. Yes, sir.

Q. Does the company pay the rent?

A. No, sir.

Q. Do they give those men any higher wages ~~thanx~~ that have to rent houses?

A. No, sir.

Q. They get the same wages as the men who live in the company houses?

A. Yes, sir

Q. So the contention of the company that they give free houses - or have houses for all their employes - is not correct?

A. No, sir.

Q. They have not houses for all their employes?

A. No, sir, they have not.

Q. Willyou explain to the Board just what the sanitary conditions are of those toilets around there, Mr.Cole?

A. Well, some of them have inside toilets - the white quarters, and some have not; and they are in very bad condition - the out of door toilets.

Q. Who have the inside toilets, the bosses and company officials and foremen?

A Yes, sir; all those do, and some of the others.

Q. Have the laborers and negroes any inside toilets?

A. No, sir, none whatever.

Q. Well, what are the conditions of those outside toilets? Willyou explain that to the Board?

A. Well, I never have seen, and I have been just about four years with this company this last time, - I have never seen any of those toilets cleaned out whatever. If they get cleaned out, why, the hogs do that. It is up to them to look after them.

Q. Oh, they are open toilets out in the woods?

A. Yes, sir - outside of the yards.

Q. Those pits where the men work, are they wet or dry?

A. They are wet.

Q. They are wet?

A. Wet and muddy.

Q. How long do those men have to work in that wet?

A. Twelve hours.

Q. Does the company supply them with rubber boots?

A. No, sir.

Q. When the miners go to drill holes, what conditions do they work under? Do they have standing water?

A. Seepage water is seeping out all the time. Their feet is wet all the time and lots of times they are wet all over.

Q. So when they stand in those pits to drill holes and to break down that dirt, they are standing in water all the time?

A. Yes, sir.

Q. Cant get away from it?

A. No; there is water seeping in from the bank all the time.

Q. What is the condition of the water supply? Where do they get drinking water?

A. From the pitcher pumps and surface wells.

Q. Now, have they any tanks out there - water tanks?

A. Yes, sir, they have two for the white quarters.

Q. Do they keep those tanks cleaned out in good shape?

A. Well, I cant say that they keep them in good shape, because I have had that to do for the last three times they have been cleaned out, and they were in mighty bad condition when they were cleaned out. The last time I went in to clean out the toilets under the quarters, the flush tanks at least got choked up with this moss and little shells and mud and such as that; and I was to look after that at the time, and they called me up there to do that. So I went on back and about the time I got back they called for me again, so I went back and taken it out the second time. So I went down and told them that those tanks ought to be cleaned out, and they said, well, they had nobody to clean them out. Well, I said, "Before I will see the people have to drink such filthy water as that I will take the job myself and clean it out." So I went up into the

tank and there was mud there - black mud; and the bats - their droppings were in there - these flying bats, I guess a good deal of it was created from that; and it was at least twelve inches deep in the bottom and there was perfectly black mud, besides moss and little shells and a few barnacles that grows in the water; and they have no top over the tanks at all.

Q. That is the water you use for drinking purposes up there?

A. Yes, sir; these leather wing bats, a good deal of them fly around there, and I suppose a good deal of it comes from that. It smells like it, anyhow.

Q. Did you have any talk with the general manager, - Mr. Randle, I believe?

A. What is that?

Q. Did you have any talk with Mr. Randle?

A. Randle?

Q. Yes; did you have any talk with the officials of the company in regard to joining the union? Did they try to intimidate you or tell you not to join or caution you?

A. Yes, sir. Mr. Mansfield did ask me not to belong to it - not to join it.

Q. He told you not to join it?

A. Yes, sir; he told me to beware of the I. W. W's.

Q. Well, I would also advise you to beware of the

I. W. W's. I believe Mr. Mansfield is one of them. Did the union tell you to go on strike at any time?

A. No, sir, they did not.

Q. What did they tell you to do?

A. They told me that this was not organized for no strike at all.

Q. You were not organizing for any strike purposes?

A. No, sir.

Q. How did they tell you to get your grievances adjusted - by arbitration? If there was any difference between the men and the company, how did the union tell you they should go about ~~adjust~~ having those things settled; if they would not strike, what other way was there?

A. I dont know as I could exactly answer that question like it ought to be done.

Q. What did you do with your cases? Where did you put them? Put them in the hands of the War Labor Board, didnt you?

A. Oh, yes.

Q. Isnt it a fact that you were instructed by the International officials of the union, Mr. Lowney and myself, that you should not strike; that if you had any troubles or differences between yourself and the company that you should put them in the hands of some government Board?

A. Yes, sir.

Q. For settlement?

A. Yes, sir.

Q. That strikes were detrimental to the company, detrimental to the men, and detrimental to the district?

A. Yes, sir.

Q. Was the contention of the company in this case that outside agitators were responsible for the demands made upon them? Is that the truth?

A. No, sir.

Q. If there had been no union there, if you had had no local union of our International in that district, do you think you would have had any labor troubles there in the past few months or a year?

A. If they have?

Q. If there was no union, do you think there would have been any strikes or labor disturbances there?

A. Well, I couldnt say exactly how it would have gone.

Q. What has been the sentiment of the company's men? What has been the sentiment, that they were treated pretty good by the company?

A. No, sir; I cant say that.I have heard any say that they was treated right.

Q. Do you know anything about Mr. Mansfield ~~having~~ buying a Ford car for a colored man by the name of Mayes?

A. Well, in that case of course I know that this fellow has got the car and he is right often meeting Mr. Mansfield in his office and talking about - I dont ~~km~~ exactly know what, but I would rather refer to Mr. Russell on that, because he knows a good deal about it, I think.

Q. Well, I will ask you, this man Mayes, have you seen him riding about in a Ford automobile?

A. Yes, sir, I have.

Q. How about the driers; are they dusty?

A. Yes, sir, they are dusty.

Q. How long do the men work there?

A. Twelve hours.

Q. Are they allowed to go out in the open air and get a little fresh air, or do they have to remain in those driers for the twelve hours?

A. Well, if they come out they dont stay very few minutes that I know of at all. I have been around a good deal and if they stay out any length of time the hopper is running over. They have got to stay there.

Q. They have got to stay there?

A. Yes, sir.

Q. Got to be on the job?

A. It will run over if they are gone very long. They have got to be there to take it off.

Mr. Crough: That is all.

By Examiner Clapham:

Q. How do they get the water supply in those tanks? Where do they get it from? From a stream or wells?

A. No; they have a deep well pump. I dont know exactly how deep it is. They pump it up from there to the reservoir and then transfer it from the dry bin flow line over to what we call the fire pump and pump it from there back to these two tanks. It goes into two reservoirs before it goes back to the drinking tanks.

Q. Two reservoirs?

A. Yes, sir; they pumpe it into one reservoir and pump it back and run it thru the line and reservoir and then pump it back to the tanks.

Q. Do the superintendent and foremen get their drinking water out of the same tanks?

A. Well, I couldnt say whether Mr. Mansfield drinks it out of there or not; but I know that they use the water that comes from another place in two quart bottles. I think he uses that all the time. I am not sure, but the bottles are there. I have seen them. I dont know whether he drinks any out of the tank or not.

Q. I mean for household purposes and cooking purposes?

A. Yes, sir.

Q. They use that out of the tank?

A. Yes, sir.

Q. Have they a system of sewerage there at the plant so they can put in toilets in the houses?

A. Well, they have a few and a sewer line that dumps them in the branch, and then they have a few with cess pools right in the yard, say ten feet from the door; dump right in that in a cess pool and some have a -

Q(interrupting). In your commissary are you allowed to draw any cash for your work - if you work a week and have got any money coming, can you draw cash or do you have to take it out in groceries or supplies?

A. You mean you are allowed - you have got to draw all your wages in groceries, is that it?

Q. No; can you go to the store - to the commissary - or office, before the two weeks is out and if you want some cash can you draw some cash on your time?

A. Well, I have never been able to do that. I have never tried any thru the office, - that is, the company's office; but I have drawed as much as five or ten dollars thru the commissary.

Q. If you draw that at the commissary, that is charged up against your account at the commissary just like you bought a pair of shoes, and it is taken off your account?

A. Yes, sir.

Q. You could not tell from your pay envelope whether you drew cash or bought a pair of shoes?

A. No, sir; that's the way they done me. I have borrowed,myself, money and they charged -

Q(interrupting). Those envelopes there show the commissary account was so much, for instance; they charge you $20.00 at the commissary account, or $12.00, and you cant tell whether you drew seven dollars of that in cash or whether it was all for goods?

A. No, sir, because here just awhile back I went in there and got ten dollars and on pay day there was a dollar for two weeks - they charged me a dollar extra for this ten dollars, and that was added in to the commissary. They charged me a dollar for letting me use the ten dollars.

By Examiner Raleigh:

Q. Let's get at that. Have you that particular envelope?

A. No, I have not. I have not traded there for some little time. I am trading at Ft. Meade at the present time.

Q. When did you draw this ten dollars?

A. I dont know exactly the date what it was.

Q. Did you get an order from the superintendent for ten dollars advance?

A. No, sir; if I had had any time to cover it I dont expect I would have gotten it.

Q. How did you go about getting your ten dollars?

Whom did you see? What was necessary?

A. I just went to the fellow in the commissary.

Q. What is his name?

A. Well, he is not there now. His name was E. P. Jackson.

Q. What did you do?

A. I asked him for the money. I told him I wanted ten dollars and he handed me the ten dollars and charged me eleven dollars.

Q. How did he know that you had ten dollars coming to you?

A. Look on the book and tell.

Q. Book in the commissary?

A. Yes, sir.

Q. The time book then of the men is kept in the commissary? Is that true?

A. No, sir. He goes to the office and gets it.

Q. That is what I want to know. You went in and asked for ten dollars in advance and then Jackson went over to the office -

A(interrupting). No, sir. He had done been there. I think they make a daily trip to the office to see who is working and who is not; I am not sure whether it is daily or not, but I think it is.

Q. Then he referred to what to see if you had that

money coming?

A. I would not say whether he looked on this book or not to see whether I had any time or not; but I have heard him ask - a good deal of the fellows come in and say they want to get three dollars -

Q(interrupting). I am asking about this particular case now - your case.

A. All right. I dont know whether he went to this book to see whether I had any time or not; but if necessary he could have looked on it and told.

Q. He gave you ten dollars in cash?

A. Yes, sir, gave me ten dollars in cash.

Q. And when you got your envelope -

A(interrupting). It was eleven dollars charged to me.

Q. There was eleven dollars charged to you?

A. Yes, sir.

Q. What was the length of time between the time you got the ten dollars and the time you got your pay envelope?

A. Two weeks. I think, the best I remember, it was on Monday morning after pay day, and then it was the next two weeks following - next two weeks pay day.

Q. Is that the only time you ever had money advanced to you by the company?

A. That's the only time I remember.

Q. Did you make any protest against this charge of

one dollar for the advance of ten dollars?

A. No, sir.

Q. Do you know who got that one dollar?

A. No, sir; I couldnt say who got it unless it was the trading company.

Q You dont know whether the company gets it or whether it is a private arrangement with the man who runs the commissary?

A. No, sir, I dont.

Q. You work ten hours a day?

A. Yes, sir.

Q. How many days a week?

A. I work six days a week; I have been working pretty regularly seven days a week on account of the break downs on Sunday.

By Mr. Crough:

Q. Does Mr. Mansfield own an interest in the commissary?

A Yes, sir.

Q. Do you know how much of an interest - a half interest?

A. No, sir, I dont.

Q You dont know how much; but it is a fact that he owns an interest in that commissary? So when a man is discounted or charged ten per cent interest when he gets

ten dollars and he is charged eleven, or charged a dollar for the ten, then Mr. Mansfield as part owner in that store gets a part of that dollar?

A. He must. I dont know who gets it. I know they get it from me.

Q. You dont trade in the commissary?

A. No, sir - a little.

By Examiner Raleigh:

Q. Why not?

A. Well, I just decided I would see if I could do better by trading at Ft. Meade. There is lots of things that could not be got at this place, and this fellow Hanna I have been trading with at Ft. Meade, if he dont have the stuff, he would get it at another store, and I trade with him.

Q. You say Mr. Mansfield has an interest in this commissary. How do you know that?

A. Well, I dont know exactly.

Q. You mean you have heard it; that has been the gossip?

A. Yes, sir. W. E. Arthur and M. M. Mansfield. You might call on somebody about that.

Mr. Crough: We will get to that a little later.

Q. How do you spell that name Arthur?

A. A-r-t-h-u-r.

Q. This commissary then is not owned by the company?

A. No; I couldnt say whether they have any interest in it or not.

By Examiner Clapham:

Q. Now, can you tell whether that fifteen dollars referred to on that envelope there was for goods purchased or whether any part of that was cash? Suppose he drew five dollars in cash, would it all go in as store account?

A. I couldnt exactly say; I suppose so.

Q. When you got your ten dollars, when you got your envelope, then was the ten dollars and store account all put in together - added in together?

A. Well, now, it was on my account. I got an itemized account. It just said store account so much and the eleven dollars was added in.

Q. Well, these envelopes dont show if a man went there and got cash? You couldnt tell whether he got cash or bought shoes or anything else?

A. Well, I couldnt say on that, just only on my case, as I have not interfered with these other fellows' accounts. I am speaking for myself

By Examiner Raleigh:

Q. Have you any of your pay envelopes?

A. I have not with me, no, sir; I havent with me.

Q. You said awhile ago that you got paid on a Satur-

day, and then the following Monday you got this advance of ten dollars. Is that correct?

A. The best I remember, it was on Monday after pay day.

Q. Well, how did you have ten dollars' worth of time in if you had been paid on Saturday for the two weeks?

A. How is that?

Q How did you have ten dollars' worth of time in on Monday, if you had been paid on the previous Saturday for your two weeks' services?

A. Well, some of the fellows - I will explain that - some of these that have been there, say, for three or four years and they have a little confidence in us, why, they knowing we were going to work, they would let us have a little bit ahead.

Q. This was not time you had put in then?

A. Well, when I drawed this money I had in about three days' time then; something like that. Because the books generally go on on Friday and there is Friday and Saturday held back; but some of the time I think they hold back a week on you.

By Mr. Crough:

Q. Isnt it the general rule that a week's pay is held back?

A. Well, say they pay you on Saturday; well, there

is a week following back of that that they owe you for yet. Of course in some cases a fellow that they know is responsible or something like that, they willlet him have a little; but there is generally a week held back from one pay day to another.

By Examiner Raleigh:

Q. You say there is generally one week held back; havent they a hard and fast rule on that?

A. Well, I couldnt say. I have always known it to be that way.

Q. How much money is held back in your case?

A. One week.

Q. One week is held back?

A. Yes, sir.

Examiner Raleigh: Any questions, Mr. Clapham?

Examiner Clapham: No.

Examiner Raleigh: Mr. Meredith?

Examiner Meredith: No.

Examiner Raleigh: Mr. Crough?

Mr. Crough: No, that is all.

Examiner Raleigh: Do you wish to ask this witness any questions, Mr. Turner?

Mr. Turner: No.

(Witness Excused.)

-o-

D. C. RUSSELL,

recalled as a witness on the part of the complainants, testified further as follows:

DIRECT EXAMINATION

By Mr. Crough:

Q. Mr. Russell, do you know a colored man by the name of Mays?

A. Yes, sir.

Q. Have you seen him ride around in a Ford automobile?

A. Yes, sir.

Q. Do you know how he came to get that automobile? Will you explain how he came to get that automobile?

A Mr. Mansfield bought the car for him.

Q. Bought the car and gave it to him?

A. Yes, sir.

Q. Whom did he buy it from?

A. Bought it from J. M. Rivers of Ft. Meade.

Q. How much did he pay for the car?

A. $500.00.

Q. He instructed Mr. Rivers to turn the car over to this colored man?

A. No, sir, he instructed him to deliver it to Tiger Bay; those were his instructions while I was with him; but when he delivered it he turned it over to the negro.

Q. When he delivered it he turned it over to the

negro?

A. Yes, sir.

Q. Whatdoes the negro do with that car?

A. Why, he is driving over the country there to the different mines and towns and has been speaking around there, claiming for the benefit of the Red Cross; but he is trying to organize schools and different things for the negroes and shows.

Q. Has he called any meetings?

A. He has called meetings, but he has been to some of the union men and asked what -

Q(interrupting). Did he put out notices to call a meeting at a certain church out there?

A. Yes, sir.

Q. What happened? Do you know, at that meeting?

A. I dont know exactly what happened. Therewas -

Q(interrupting). What did you hear?

A. That Mr. Mansfield and his wife went to the meeting.

Q. Mr. Mansfield and his wife went to this meeting?

A. Yes, sir - this colored meeting at the colored church; and Mr. Mansfield got up and made a talk to the negroes in the church.

Q. Did you hear of the appointing of a committee at that meeting, a committee of any kind?

A. No, sir, not at that time.

Q That did not happen at that time?

A. Not at this time.

Q. At what meeting did they appoint a committee?

A. I dont know of the meeting of that.

Q. Isnt it a fact that this negro is driving around in this car telling the negroes they mustnt join a union?

A. He asked one negro at the mine there, told him that if he organized into the Palmetto union, why, it would be all right; but not to organize in with these other people, but to get them up separate organizations with themselves and that might do some good, and not be into any International.

Q. Isnt it a fact that this particular man, in the employ of the company, was running around in this automobile trying to create dissension that might result in something serious?

A. Might be.

Q. Isnt it a fact that the only ill feeling among the colored people of the district at this time is against this man?

A. Yes, sir.

Q. So they call him a company tool and that he has no right to interfere or intimidate them?

A. Yes, sir.

Q. Is that the general expressions you hear out there?

A. Yes, sir. The negroes working there at the mine wont allow him to come in their house now.

Q. Did any of the company officials ever say anything to you about the union?

A. No, sir.

Q. How many houses, do you know, has the company got there? About what per cent of the employes have they houses for?

A. Well, there about half houses.

Q. Houses for about half?

A. Yes, sir.

Q. So the contention of the company in this case that they supply houses free of rent to their employes is not correct? They dont supply them?

A. They dont pay any rent.

Q. And the men that they dont have houses for have to rent a house somewhere else?

A. Yes, sir.

Q. Does the company pay that rent?

A. No, sir.

Q. Do they give him any higher wages?

A. No, sir.

Q. He works for the same wages that the men do that have company houses?

A. Yes, sir.

Q. What are the sanitary conditions around those houses?

A. Well, it is bad around the colored houses and some of the white houses.

Q. In what way is it bad?

A. Why, toilets open, and no screens.

Q. Do they go around and clean them out?

A. No, sir; never known them to be cleaned out.

Q. Never clean them out?

A. Never known them to be cleaned out while I have been there. It is just with the people that use them as to whether they are cleaned ~~out~~ or not.

Q. Do you trade at the company store?

A. Yes, sir - some; dont do all my trading there

Q. Do you know whether Mr. Mansfield owns an interest in that store?

A. Why, I couldnt swear that he does.

Q. But it is the general talk out there that he owns an interest in it?

A. That is generally the talk, that he is half interested in it.

Q What per cent do they charge you when you get cash out there? If you get ten dollars, what would they charge you on it?

A. Well, I have never got any myself; but I know of some that does ~~tk~~ and they charge them ten cents on the dollar if it is a day or two weeks - anything from two weeks to one day they charge him ten cents on the dollar.

Q. Anybody that gets any money there they take ten per cent on the dollar?

A. Yes; and if they havent got any time -

Q(interrupting) Do you know where this list of groceries was gotten from (indicating a paper)?

A. Yes, gotten from the Tiger Bay Trading Company.

Q. And that is the signature of that manager?

A. Yes, sir.

Q. Here is a grocery list from the Tiger Bay Grocery Company. I would like to have the witness read the list. Do you mind reading that list and telling us whether the prices are correct as they are set down there?

A. Well, I couldnt tell you whether they are correct or not. The most I have to say, when we trade there we never know what we get; never weigh anything; dont know whether we get short weight or over or anything.

Q. It is not a question of weight, but a question of so much per pound and can as down there.

A(Witness reading):

(Exhibit 36)

"12/10/18

Tiger Bay Trading Co.

Tiger Bay, Fla.

Bacon	Per Pound		36
Lard	" "		29
Rice	" "		14
Meal	" "		6
Grits	" "		6
Lima Beans	" "		18
Butter	" "		65
Corn	Per Can		20
Tomatoes	" "		15
Lied Hominy	" "		15
Cheese	Per Pound		40
Overalls	Per Pair		3.00
Jumper	Each		2.25
Shoes	Per Pair	4 -	6.00
Flour	Per Pound		7
Irish Potatoes	Per Pound		5
Sweet "	" "		
Syrup	Per Gal		1.50
Sugar	Per Pound		11
Steak	" "		
Eggs	Per Doz		60
Peas	Per Pound		13
Shorts	" "		

Work Shirts Each 1.35

A. A. Dunn Mgr.

T. B. T. Co."

(Which list, consisting of two sheets, was marked "Exhibit 36, D.C.Russell", and is returned with this record as part thereof.)

Mr. Crough: So then, according to this list, the contention of the company in this case that the cost of living has not gone up very much in Florida is not true. That is about as high as any part of the country I have been in and higher in some cases.

By Mr. Crough:

Q. What do you know about the pits there, - are they dry or wet?

A. Yes, sir; they are very wet.

Q. The men have to stand in the wet?

A. Yes, sir; have to stand in the wet, sticky mud.

Q. How many hours do they work in those pits?

A. Twelve hours.

Q. Does the company supply rubber boots?

A. No, sir; I never seen any of them.

Q. And from the time a man once goes into those pits until he comes out he is standing in the wet and his feet are wet all the time?

A. Yes, sir.

Q. Do you know anything about the driers?

A. The driers?

Q. Yes.

A. Yes, sir; they are dusty

Q. Is the dust very bad?

A. Yes, sir; some places there you cant go thru without holding your breath at all; have to go thru from one side to the other and hold your breath to get thru.

Q. What is the cause of that?

A. Dust and fumes from the driers are so strong they take your breath, if you dont hold your breath.

Q. How long do the men work in there?

A Twelve hours.

Q. Have you ever seen those miners drilling holes down in those pits?

A. Yes sir.

Q. How do they drill them, with a auger?

A. Auger.

Q. Do they have to stand in the water while they are drilling those holes?

A. Yes, sir.

Q. About how much water is there usually there?

A. Just a very thin scum of water - mud and water - wet all the way from an inch and a half to knee deep and sometimes deeper.

Q. And they have sometimes got to stand in that water half a day drilling holes in deep?

A. Yes, sir.

Q. And the company dont furnish them any rubber boots for it, neither?

A. No, sir Some places it is muddy enough to have to put a casing around their auger so they can drill.

Q. Have to case the hole up in order to keep from filling up?

A. Yes, sir; it is mud from the top of course and mighty hard to keep it out, and you have to case from the top for the auger to go thru and keep the mud from running in on it.

Q. I see. Do you know anything about the drunking water and the tanks it is kept in?

A. Yes, sir.

Q. Have you ever seen them?

A. Never have been in the tanks; but the water seems full of something, and the water gets musty, and sometimes it chokes the pipes up so that they have to be disconnected and unchoked.

Q. That is the water used for drinking purposes?

A. Water used for drinking purposes.

Mr. Crough: That is all, Mr. Chairman.

By Examiner Raleigh:

Q. Do you live in a company house?

A. Yes, sir.

Q. Rent free?

A. Yes, sir.

Q. Light free?

A. Yes, sir.

Q. Fuel free?

A. No, sir.

Q. The fuel is not free?

A. No, sir.

Q. What do you pay for fuel?

A. I pay 15 cents a gallon for gasoline. That is what I burn in the stove.

By Reporter Johnson:

Q. How much a gallon?

A. Fifteen cents.

By Examiner Raleigh:

Q. Do you use wood in your home?

A. No, sir.

Q. If you did use wood could you get it free from the company?

A. They would not allow me to get the wood off ~~there~~ their land.

Q. They would not?

A. No, sir.

Q. You would have to go out and haul ityourself?

A. Have to get it and haul it.

Q. Do you get your water free?

A. Yes, sir.

Q. Did you ever have any advances of money from the company?

A. No, sir.

Examiner Raleigh: Do you wish to ask this witness any questions, Mr. Turner?

Mr. Turner: No, sir.

Mr. Crough: That is all.

(Witness Excused.)

Examiner Raleigh: We will adjourn until two o'clock.

(Thereupon, at 11.57 a. m. of this Wednesday, December 11th, 1918, a recess was taken until two o'clock p. m.)

-o-

Federal Bldg., Tampa, Florida,

Wednesday, December,11th, 1918,

2.00 o'clock, p.m.

Examiner Raleigh: Are you ready, Mr. Crough?

Mr. Crough: Yes. I will place Mr. Hancock on the stand.

D. A. HANCOCK,

called as a witness on the part of the complainants, testified as follows:

DIRECT EXAMINATION

By Mr. Crough:

Q. Mr. Hancock, do you know a colored man out there by the name of Mays?

A. Yes, sir.

Q. Have you seen him riding around in a Ford automobile?

A. Yes, sir.

Q. Do you know how he got this automobile?

A. Why, Mr. J. M. Rivers told me he sold his car to the Palmetto Phosphate Company; and Mr. Mansfield, the assistant superintendent, who represents the company, gave a check for the Palmetto Phosphate Company for five hundred dollars, and told Mays how to handle the car and to turn it over to him; so he did so.

Q. Now, what is Mays doing with that car now?

A. Why, he is riding around over the country calling

committees together amongst the colored.

Q. For what purposes, do you know?

A. Well, for just what purposes, I cant only just state what has been conversations that have come to me.

Q. All right; you may state that.

A. Some of the colored has told me ~~xxxxx~~ - well, it was bill heads went out that they would call a mass meeting amongst the colored, just which church I dont remember; so they held a meeting, so I was told, and in this meeting Mays appointed committees. One of this committee - one of these committeemen, the chairman, refused to serve; asked him to take his name off the list, that he did not want to serve on any committee. So they put someone else - I believe the party's name was Jones - what his initials are I dont remember. I know him personally, but I dont know his initials. So they used him. So this meeting was published - the chairman - I mean the committeemen was published in this paper.

Q. That is a Ft. Meade paper?

A. Yes, sir, a Ft. Meade paper. This committee objected - he requested - Mays did - to go before these employes of the companies to discuss lodge rooms, etc., community halls and so on. So the committee refused and turned him down.

Q. What is the general feeling among those men down

there now in regard to Mays running around in this Ford automobile?

A. Well, it seems that they have got the impression that he is there for some purpose in conflict with the men to get an organization.

Q. Is it liable to cause any trouble down there, do you think?

A. Well, as far as that is concerned,I dont ~~think~~ see why it should. I am under the impression it is to keep the coloreds from organizing.

Q. The fact is all those colored men working there are members of the union?

A. They are.

Q. And this man is going around trying to create dissension that may lead to race riots and trouble at that place?

A. That is the general resemblance, yes, sir.

Q. Do you know anything about Mr. Mansfield and his wife attending this colored meeting and in this colored church?

A. I was told, sir, at Holman that he and his wife, on a Sunday afternoon, attending the meeting in a colored church at Holman. What date it was I dont remember.

Q. Who is Mr. Rivers?

A. Mr. Rivers, he runs a car for hire there at Ft.

Meade.

Q. And he told you how he got a check for five hundred dollars on the Ford automobile?

A. Yes, sir - the Palmetto Phosphate Company, and handed to him by Mr. Mansfield.

Q. Not only that, but this negro is in possession of this automobile now?

A. He was last Saturday - or he was in possession of a Ford car and it looked like the same identical car.

Q. Did you hear of any statements to the negroes saying this union was an I. W. W. union?

A. What do you mean - a statement from Mays?

Q. Yes.

A. No, sir; I never heard anything of that kind. He cautioned the men to be careful what they joined.

Q. If Mays continues going thru the district amongst the colored workers in this Ford automobile, doin g the work he is now doing, do you think it will lead to any trouble down there?

A. I dont think so.

Q. You think it wont?

A. I dont think so.

Mr. Crough: That is all.

By Examiner Raleigh:

Q. What are your hours?

A. My hours are something like seven or eight hours.

Q. Seven in the morning to eight in the evening?

A. No - seven or eight hours during the day; sometimes more, sometimes less.

Q. What do you do?

A. I work in the office at Ft. Meade.

Q. What is the nature of your work?

A. Union - financial secretary at Ft. Meade, ~~Local~~ ~~254x~~ Local 254.

Examiner Raleigh: Any questions, Mr. Clapham?

Examiner Clapham: Is the man Mays employed regularly by the Palmetto Phosphate Company?

A. I dont know, sir. It has been rumored to me - not official to me - that he was on the pay roll; just merely rumored, you understand.

(Witness Excused.)

Mr. Crough: That is all in this case, Mr. Chairman.

Examiner Raleigh: Mr. Crough, is Harry Robinson in the room?

Mr. Crough: No.

Examiner Raleigh: Is J. M. Robinson here?

Mr. Crough: No. The only ones here are the committeemen.

Examiner Raleigh: Is Lloyd McMillan here?

Mr. Crough: Not here.

Examiner Raleigh: Robert Hinston?

Mr. Crough: Not here.

Examiner Raleigh: J. M. Cooper?

Mr. Crough: Well, most of those are colored men, Mr. Chairman.

Examiner Raleigh: Robert Galloway?

Mr. Crough: No, none of them.

Examiner Raleigh: Any of these employes of this company who are present have with them their old pay envelopes?

Mr. Crough: Have any of you committee any of your pay envelopes? They say not, Mr. Chairman. The committeemen on the stand are not trading at the company store; so consequently they get their pay in full. These are mostly from the laborers - negro and white - mostly negro - who are practically compelled to trade at the commissary.

Examiner Clapham: These envelopes here are principally from the colored?

Mr. Crough: Colored and white labor.

Examiner Raleigh: I wanted to find out from one of the men whose names are on these envelopes just what those envelopes represented and the length of time.

Mr. Crough: Could any one of you committeemen give the Board any idea as to what length of time these envelopes are for? If so, you might come up here and look at them. You ought to be able to give some information on that.

(Here B. D. Cole and also D. C. Russell presented themselves before Examiner Raleigh and Mr. Crough.)

Mr. Crough: Here is this envelope with $22.00, how many days ~~xxxxxxxx~~ would that be - Jim Robinson?

Mr. Cole: I think he worked in the pit.

Mr. Crough: Do you know him?

Mr. Cole: Yes, sir.

Mr. Crough: How many days would that mean, $15.20?

Mr. Cole: That would be 12/days that he worked at the mill.

Mr. Crough: Twelve days, and got $15.20 for it?

Mr. Cole: Yes, sir; that is, if he did not work any Sundays.

Mr. Crough: Do you know whether he lost any day or not?

Mr. Cole: No, I do not.

Mr. Crough: So then you dont know whether he worked 12 days or not?

Mr. Cole: No, sir.

Mr. Crough: What we wanted to know was how many days work that $15.20 represented - how many days work?

Mr. Cole: Kind of hard to tell or figure that out.

Examiner Raleigh: Take this envelope marked Exhibit no. 30 in this case, made out in the name of Robert Galloway, wages $21.00; bond $2.00; deducted, making $19.00 in cash; store account $25.12; leaving this man short - owing the

company $6.12. Did they permit the accounts to run at the store?

Mr. Russell: They do not.

Examiner Raleigh: That is $21.00. Do you know Robert Galloway?

Mr. Cole: Yes, sir; he works in the store room carrying oil to the mill, carrying it out on the platform to take down to the mine, or something like that.

Examiner Raleigh: Do you happen to know his wage?

Mr. Cole: No, sir, I dont know exactly what he gets.

Examiner Raleigh: When do they pay? Every two weeks?

Mr. Cole: Every two weeks - end of the two weeks.

Examiner Raleigh: Would it be possible that Robert Galloway would get only $21.00 for two weeks work?

Mr. Cole: I dont know.

Examiner Raleigh: That is, $10.50 a week?

Mr. Cole: I dont know just exactly what he gets for a day's work.

Examiner Raleigh: What is your lowest day scale over there?-

Mr. Cole: What, for labor?

Examiner Raleigh: For labor.

Mr. Cole: $1.15.

Examiner Raleigh: $1.15?

Mr. Cole: For 12 hours.

Examiner Raleigh: Does this man classify as a laborer?

Mr. Cole: Well, I guess he does. He just carries out supplies for the mine. As they call an order, why, he takes it up and there is a white fellow in there tells him what to do, and he does them up and carries them to the platform.

Examiner Raleigh: Then it would be possible for a man to make $10.50 a week?

Mr. Cole: Yes, sir.

Examiner Raleigh: As low as $10.50?

Mr. Cole: Yes, sir. Now, they are paying this $1.15 at the pits at the mine.

Examiner Raleigh: His salary is $21.00 and a deduction of $2.00 for Liberty Bond, making the wages due him of $19.00. Now against that there is an item of $25.12 store account. Do you know how long that store account - over what period that store account was running?

Mr. Cole: Well, it is not supposed to be over two weeks, according to the way a great deal of the others pay. That is not supposed to be over two weeks.

Examiner Raleigh: Would some of that represent a money advance?

Mr. Cole: Well, I couldnt tell you about that.

Examiner Raleigh: If money was advanced to this man, would it be included in under the store account figures?

Mr. Cole: Well, I couldnt say.

Examiner Raleigh: Could you answer that?

Mr. Russell: It would.

Examiner Raleigh: ~~Would~~ When a man is short - in this case $6.12 - what does the company do?

Mr. Russell: They hold back the week on his wages, and that comes out of the week they hold back. They wont let him go over.

Examiner Raleigh: So that if a man is marked short, that means that he is short on that one week; but that the company still owes him a week's wages?

Mr. Russell: They owe him a week's wages, and that comes out of it.

Examiner Raleigh: But the company is protected on this shortage by the week's wages that they hold?

Mr. Russell: Yes, sir. He cant go beyond his time.

Examiner Raleigh: Then the company would not have permitted a man to be short more than the amount of a week's wages?

Mr. Russell: No, sir.

Examiner Raleigh: Is that correct?

Mr. Russell: Yes, sir.

Examiner Raleigh: This is a white man, Robert Galloway?

Mr. Cole: Colored.

Examiner Raleigh? A married man?

Mr. Cole: Yes, sir.

Examiner Raleigh: Got any children?

Mr. Cole: He has got some children; I dont know how many.

Examiner Raleigh: Must have a good appetite, with $25.12, if that represents the groceries. Now, here is the same man, Exhibit No. 31, wages $24.00; store account, $29.93; making him short $5.93. What is your doctor system down there?

Mr. Crough: You pay hospital fees, in other words?

Mr. Russell: No, sir, we dont have any hospital.

Mr. Crough: You have to pay your own doctor?

Mr. Russell: No, sir; we have to pay our own doctor in case of sickness.

Mr. Crough: In case you are hurt in the mine, who pays?

Mr. Russell: The company.

Examiner Raleigh: Who is Dr. Lewis?

Mr. Crough: He is the company's doctor.

Examiner Raleigh: Is he a resident at the mine?

Mr. Russell: No, sir.

Examiner Raleigh: Where does he live?

Mr. Russell: Ft. Meade.

Examiner Raleigh: How far away is that?

Mr. Russell: Three miles.

Examiner Raleigh: What is the fee?

Mr. Russell: Three dollars.

Examiner Raleigh: I notice in Exhibit 23 pay envelope of Lloyd McMillan, Dr. Lewis $2.75. That was for professional services rendered in this case for which the company reimbursed the doctor and then deducted it?

Mr. Russell: Yes, sir.

Examiner Raleigh: Who is Dr. Williams?

Mr. Russell: Why, he is the doctor that they have to do the work that they fail to get Lewis.

Examiner Raleigh: I notice a deduction on Exhibit 22, pay envelope of Robert Hinson, deduction of $7.00 for Dr. Williams. Is he also a resident of Ft. Meade?

Mr. Russell: Yes, sir Sometimes where that difference comes in, in the possibility he may have a call there for someone else and that makes a difference in his price that he has called from Tiger Bay when he is out there.

Examiner Raleigh: What is this item on the pay envelope,"stable",mean?

Mr. Russell: Livery stable that they have got - their livery stable account.

Examiner Raleigh: What is that for?

Mr. Russell: Where they hire a team, the company collects.

Examiner Raleigh: You mean if your men want to make a trip to town or do some shopping or buy some supplies,

you can go to the company stable and get a team?

Mr. Russell: The stable is owned by an individual, but the company collects for them.

Examiner Raleigh: What do they charge for a team?

Mr. Russell: Charge a dollar to Ft. Meade, three miles.

Examiner Raleigh: What is the price of a team in Ft. Meade, if you hire it, do you know?

Mr. Russell: Same price, one dollar.

Examiner Raleigh: That is all. Any questions, Mr. Meredith?

Examiner Meredith: No, sir.

Examiner Raleigh: Mr. Clapham?

Examiner Clapham: No, sir.

Mr. Crough: Mr. Chairman, if permissible, I would like to read into the record a statement from a Ft. Meade paper on this man Mays.

Examiner Raleigh: What is the name of the paper?

Mr. Crough: Ft. Meade Leader.

Examiner Raleigh: What is the date of the publication?

Mr. Crough: What date was this published, do you know?

Mr. Russell: No, sir.

Mr. Crough: A week or two ago.

Mr. Russell: Sometime in October.

Mr. Crough: It goes on to say (reading):

(Exhibit 37.)

"Welfare of the Colored People

Saturday night on Broadway, Prof. Mays, the colored orator, delivered one of his good lectures to the members of his race. Only a few of the colored people were out, however, but a large number of white citizens listened with appreciation to the speaker's eloquence in behalf of patriotism and the colored race.

Prof. Mays was formerly employed by the Government, but recently the various phosphate mines in this and adjoining counties secured his services, and he is now going about preaching the gospel of right-living, right-thinking and sanitation to the negro race. He is endeavoring to carry out the mines' idea of bettering the present condition of all colored citizens, especially the working man.

In line with the work in hand a mass meeting of the colored people was held Tuesday night and the following resolutions were unanimously passed:

Resolutions

To the Mine Managers of Polk County:

Gentlemen:

We, the negroes of Fort Meade and vicinity, assembled in mass meeting, do hereby express to you our sincere thanks for the expressed and applied interest you are taking in us as a race, to give us better homes, better means of pleasure

and instruction. Also the Community Halls planned and for giving Prof. Mays to us to lead in this great work. We assure you that the misunderstandings which we had have all been cleared away and we are indeed grateful for these blessings and that our gratitude is real and lasting.

Committee, Rev. Y. A. Roberts,
Rev. J. W. Epps,
Rev. S. S. Bell,
Rev. C. Graham,
Rev. F. G. Gary,
A. E. Dennis,
Lester Jones."

(Which newspaper clipping, consisting of one sheet, was marked "Exhibit 37, Witness Crough", and is returned with this record as part thereof.)

Mr Crough: They seem to have a whole lot of reverends there.

Examiner Raleigh: Are those men in the mine employed by the phosphate company?

A Voice: One, A. E. Dennis.

Examiner Raleigh: What company is he employed by?

A Voice: Charleston Mining & Milling Company.

Mr. Crough: That is all in this case, Mr. Chairman.

(Thereupon, at 2.30 o'clock p.m. of Wednesday, December 11th, 1918, the hearing of this case was closed; but see following page for further proceedings.)

Federal Bldg., Tampa, Florida,

Wednesday, December 11th, 1918,

2.45, p.m.

Examiner Raleigh: We will return to the Palmetto Phosphate case now, Mr. Crough. Do you wish to make any demand as to a retroactive date?

Mr. Crough: Yes, sir, we wish, Mr. Chairman, that any wage increase granted will become retroactive to the 6th day of October, I believe it is.

A. Voice: September.

Mr. Crough: The 6th day of September, 1918, is the date that the complaint was filed with the National War Labor Board.

Examiner Raleigh: Do you wish to make any statement about the phosphate industry, as concerns the war, or its relation to the war?

Mr. Crough: I will state, Mr. Chairman, that phosphate is considered a war essential industry, so classified by the War Industries Board, and admitted by the mining company that it was a war essential industry, and they asked that they get fuel because of its being a war essential industry, and in cases they asked that employes be exempt from military service because phosphate was a war essential industry.

Examiner Raleigh: Is that all.

Mr. Crough: That's all in this case.

Examiner Raleigh: You have filed a statement in this case, Mr. Turner?

Mr. Turner: Yes, sir.

Examiner Raleigh: Do you wish to make any other statement?

Mr. Turner: No.

Mr. Crough: I wish to file the same reply as I did in the first case.

Examiner Raleigh: We will consider this case closed then.

(Thereupon, at 3.00 o'clock p.m. of this Wednesday, December 11th, 1918, ~~xxxxxxxx~~ the hearing of this case was closed.)

-o-

Copy

Ft. Meade, Fla. Aug.15, 1918.

National War Labor Board
Received File Room
JAN 3 1919
Gen'l File No. 687 Case No.
Class

Mr. H. M. Mansfield,
Gen. Manager Palmetto Phosphate Co.,
Tiger Bay, Fla.

Dear Sir:

The undersigned committee of your Employees, selected by the Ft. Meade Mineral Workers Union No. 253, beg to submit the enclosed agreement and wage scale for your consideration.

We respectfully request that a conference be held between you or your authorized agents and this Committee, the time and place to be designated by you; the conference to be held not later than August the 27th 1918, so that an amicable adjustment may be arrived at respecting the enclosed agreement and wage scale.

We respectfully request reply to this communication on or before August the 20th 1918. Failure to reply within the date above mentioned will be considered a refusal.

Hoping you will give this matter favorable consideration, we remain

Yours respectfully,

J. R. C. Cave

D. J. Russell

L. W. Harrell

Geo. W. Collins.

Committee.

NATIONAL WAR LABOR BOARD
Docket No. 687 Place Tampa, Fla.
Exhibit 1 Witness Crough
At instance of Board
Deft. Interv.
Compl. Reporter
Date 12/11/18

Contract

This agreement made and entered this _____day of_____, Nineteen hundred and eighteen (1918), by and between the

Hereinafter designated as the Company, party of the first part, and Mulberry Mineral Workers Union, International Union of Mine, Mill and Smelters Workers, hereinafter designated as the Union, party of the second part.

Witnessed.

Article 1.

Section 1. It is agreed that the Company shall employ members of the Union, and all employees working within the jurisdiction of the Union shall become members of the Union within fifteen (15) days after the adoption of this agreement. And all who may hereafter be employed by the Company, within the jurisdiction of the Union, shall become members of the Union within fifteen (15) days after such employment commences.

Section 2. It is agreed that the Company shall deduct from its regular pay roll the dues, initiation fees and assessments due the Union from the members thereof, for which an order shall be signed by the members of the Union. The Secretary of the Union shall supply a list of all deductions to be made on the _____day of each month at the Company's office. Such deductions to be paid to the Secretary-Treasurer of the Union on the _____day of each month for the month next preceding. The Company to furnish a list of its employees when requested by the Secretary of the Union.

Article 2

Section 1. The Company shall have exclusive right to hire and discharge employees, and this right shall not be abridged by the Union. The Company agrees that no employee shall be discharged because of his membership in the Union or his activity in its behalf.

Article 3

Section 1. That eight (8) hours in each twenty-four (24) hours shall constitute a shift of one day's work. All time worked over the eight (8) hour period to be paid for at the rate of time and one-half, and double time to be paid for Sunday and holiday work. It being understood that overtime shall be worked only when shown to be absolutely necessary or in case of emergency.

National War Labor Board
Received File Room
JAN 3 1919
Gen'l File_____ Case No. 687
No._____ Class_____

NATIONAL WAR LABOR BOARD
Docket No. 687 Place Tampa, Fla
Exhibit 2 Witness Gough
At instance of
Compl. Deft. Interv. Board
Date 12/11/18 Neal R. Barnett
Reporter

Article 4.

Section 1. It is agreed that the Union Committee shall be recognized by the Company; take up and investigate any and all grievances that may arise between the Company and the employees in course of employment. And that no discrimination shall be exercised by the company against the Committeemen in performance of such work.

Section 2. It is agreed that if any member of the Union has been discharged and it is shown, upon investigation, that he has been unjustly discharged, he shall be reinstated in former position and shall be paid wages in full for the period of discharge.

Section 3. All grievances arising between the Company or its officials, and the Union and its members, that cannot be adjusted by the Manager or Superintendent and the Union Committee, shall be referred to an arbitration Committee for settlement. Such committee to be composed of five (5) members, two (2) to be appointed by the Company, two (2) to be appointed by the Union, and these four to select a fifth (5) member. In case of inability to agree on the fifth (5) member, the United States Department of Labor shall be requested to design the Chairman of the Commitee. The Plant shall continue in operation, pending the decision of the committee. The decision of the Committee shall be binding upon all parties concerned.

National War Labor Board
Received File Room
JAN 3 1919
Gen'l File Case No. 687
No. Class

Article 5.

Wage Scale

Electricians

Linemen	72¢	per hour
Combination man,	72¢	"
Armature,	77¢	"

Railway Department

Locomotive Engineers,	72¢	per hour
Fireman,	65¢	"
Yardmaster,	72¢	"
Waymasters,	72¢	"
Foreman,	85¢	"

Power House

Chief Engineer,	1.00	per hour
Operation Engineer,	75¢	"
Second Engineer,	65¢	"
Switchboard Operator,	55¢	"
Compressor Man,	55¢	"
Oilers,	50¢	"
Fireman,	60¢	"
Producer Fireman,	55¢	"

Wage Scale continued #2

Pumping Station

Engineer,	75¢ per hour
Oiler,	55¢ "
Fireman,	60¢ "

Drag Line

Drag Line Operator,	85¢ per hour
Fireman,	50¢ "
Oiler,	50¢ "

Brown Hoist

Operator,	85¢ per hour
Fireman,	50¢ "

Steam Shovel and Tractor

Operator,	85¢ per hour
Craneman,	65¢ "
Shovel Fireman,	55¢ "

Trolley Men

Trolley Operator,	65¢ per house
Flagman,	50¢ "
Pole Tender,	50¢ "
Night & Day Watchman,	60¢ "

National War Labor Board
Received File Room
JAN 3 1919
Gen'l File Case No. 687
No. Class

Wage Scale Continued #3

Mining Department

Pit Foreman,	75¢	per hour
Dam Foreman,	75¢	"
Washer Man,	60¢	"
Oilers,	55¢	"
Motorman,	50¢	"
Gunners,	50¢	"
Section Tenders,	50¢	"
Dam Tenders,	50¢	"
Track and Float Man,	75¢	"
Other Labor not named in the above,	45¢	"

National War Labor Board
Received File Room
JAN 3 1919
Gen'l File Case No. 687
No. Class

Mill Department

Mill Foreman,	75¢	per hour
Assistant Foreman,	65¢	"
Oilers,	50¢	"
Motorman,	55¢	"
Fireman,	50¢	"
Car roller,	50¢	"

Car Loader Dumps

Car Loader Dumps,	$ 75¢
50 and 60 capacity box cars,	1.50
70 capacity box cars,	1.60
80 " " "	1.75
190 " " "	2.00

Mechanical Department

Boilermakers	.85 Per Hr	
Brick Mason,	85¢	per hour
Machinists,	85¢	"
Blacksmith,	85¢	"
Pipe Fitters,	85¢	"
Painter,	85¢	"
Car Repairers,	85¢	"
Carpenters,	85¢	"

Foreman of the Mechanical Department to receive 90¢ per hour.

Article 6th

Section 1. Nothing in this agreement shall deny or preclude the right of employees, either by themselves or through the Union, from taking up with the Company the question of unfair treatment or any matter not herein specifically agreed upon which may require adjustment.

Section 2. This agreement shall be in full force and effect for the period of one (1) year from the date of its adoption and thereafter until either party to this agreement shall give thirty (30) days written notice of their desire to terminate or change its condition

Palmetto Phosphate Co.

NO. EMPLOYEES	NAMES OF CRAFTS	HOURS	PRESENT WAGES	WAGE DEMANDS
	Mechanical Department			
2	Machinists	10	.55 to .60 P.P.h.	72½¢ P.h.
1	Blacksmiths	10	.45 " "	72½ "
1	Boiler Makers	10	.60 " "	" "
1	Pipe Fitters	10	.32½ " "	" "
11	Carpenters	10	27½ to 32½ " "	" "
3	Locomotive Engineers	10 to 12	30 to 40 " "	" "
1	Painters	10	30 " "	" "
1	Bricklayers	10	40 " "	" "
2	Electricians	10	27½ to 35 " "	" "
0	Armature Winders			
2	Car Repairmen	10	35 to 37½ " "	" "
3	Foremen of above Departments	10	35 to 65 "	80 " "
0	Shovel Engineers			
0	Cranemen			
9	Firemen	10 to 12	27½ to 31½ "	60 " "
0	Chief Engineers			
2	Operating Engineers	12 to 18	27 to 30 "	60 " "
2	Switchboard Operator	12 to 18	22 11/12 "	60 " "
5	Oilers	12	20 to 23 "	60 " "
4	Mill & Mine Foremen	12	35 " "	.75 " "
1	Yard & Weigh Masters	10	35 " "	.75 " "
6	Car Loaders Hazardous	10	Contract	.75 " "
2	Washermen	12	25 - Ch. Rtn.	.60 " "
6	Gunners	12	22 11/12 " "	.60 " "
4	Suction Dredgers	12	22 11/12 " "	.50 " "
10	Motormen	12	20 5/6 " "	.50 "
80	Common Labor	10 to 12	.09½ to 22 11/12 "	.45 "
2	Track & Floor Foremen	10	27½ to 39 "	.75 "
0	Trolley Operator			
1	Watchmen	12	30 "	60 "
0	Drag Line Operator			
	Brown Hoist Operator	10	32½ "	75 "

National War Labor Board
Received File Room
JAN 13 1919
Case No. 687
Cent'l File
Chron. File

NATIONAL WAR LABOR BOARD
Docket No. 687
Exhibit 3
Placed in Case File
Witness
At instance of
Deft.
Compl.
Board
Inter.
Reporter
Date 12/11/18

J. H. COTTMAN, PRESIDENT. THOS. E. COTTMAN, VICE PRES'T & TREAS. WM. C. KIDD, SEC'Y & ASS'T TREAS.

THE PALMETTO PHOSPHATE COMPANY,

Office, Keyser Building

BALTIMORE, MD.

L. WARRINGTON COTTMAN, SUP'T.
TIGER BAY, POLK COUNTY,
FLORIDA.

A. Hoen & Co. Baltimore

Tiger Bay, Fla., Oct. 31st, 1918.

National War Labor Board
Received File Room
JAN 3 1919
Gen'l File ____ Case No. 687
No. ____ Class ____

Mr. T. J. Davis, Foreman,
#2 Mine,
Tiger Bay, Fla.

Dear Sir:-

Owing to the fact that it has become necessary to consolidate the work at the mines, thus reducing the number of foremen, your services will no longer be required.

We hand you, herewith, check for $125.00, less $1.40 for supplies purchased, in full settlement.

The writer very much regrets that conditions have rendered such a step unavoidable.

Yours truly,

Harry W. Mansfield,
Asst. Superintendent.

NATIONAL WAR LABOR BOARD
Docket No. 687 Place Tampa, Fla.
Exhibit 4 Witness Davis
In the matter of
Interv. Board
Deft.
Compl.
Reporter
Date 12/11/18

5

Ft. Meade, Fla. Nov. 29, 1918.

Mr. W. Jett Lauck,
Sec. of National War Labor Board,
Washington, D. C.

Dear Sir:

We submit the following case of discrimination by the Palmetto Phosphate Company, M. H. Mansfield, Supt.

Mr. Albert Shackelford an employee of the said Company was fired on November 29th, because he joined the Union two days before. His foreman ~~xx~~ claimed that he had instructions to let him go on that charge.

Respectifully yours,

Signed R. D. Coles

D. A. Russell

Grievance Committee.

NATIONAL WAR LABOR BOARD
Docket No. 687 Place Tampa
Exhibit 5 Witness Russell
At instance of Board
Deft. Interv.
Compl. Reporter
Date 12/11/18

National War Labor Board
Received File Room
JAN 3 1919
Gen'l File Case No. 687
No. Class

Ft. Meade, Fla. Nov. 27, 1918.

Mr. W. Jett Lauck,

Sec. National War Labor Board,

Washington, D. C.

Dear Sir:

We submit the following case of discrimination by the Palmetto Phosphate Company, H. M. Mansfield Supt.

Mr. J. M. Sturges fired on October 19th, 1918, forman of this department (carpenter), stated that he was giving satisfactory service, but Gen. Manager Mansfield issued orders for his discharge, claimed to have to cut expense. And at the same time placed non Union men on same job and a week later fired three more non Union men.

Respectifully yours,

R. H. Cole

S C Russell

Grievance Committee.

VU.M

National War Labor Board
Received File Room
JAN 3 1919
Genl File ___ Docket No. 687
No. ___ Class ___

NATIONAL WAR LABOR BOARD
Docket No. 687 Place Tampa, Fla.
Exhibit 6 Witness S C Russell
At instance of Board
Compl. Deft. Interv.
Date 12/11/18 Neal P. Barnett Reporter

Ft. Meade. Florida. Nov.27, 1918.

National War Labor Board
Received File Room
JAN 3 1919
Gen'l File ____ Case No. 687
No. ____ Class ____

Mr. W. Jett Lauck,

Sec. National War Labor Board,

Washington, D. C.

Dear Sir:

We submit the following case of discrimination by the Palmetto Phosphate Company, H. M. Mansfield Supt.

Mr. H. W. Martin an employee of one year continuous service was discharged October 24th 1918 for not buying Liberty Bond. He was unable to buy Bonds on account of sickness and small wages. He has family of six and wages of $2.50 per day and has to pay house rent $5.00 per month. He was discharged and a non Union man put in his place.

Respectifully submitted,

R. D. Cole

D C Russell

Grievance Committee

VU.M

NATIONAL WAR LABOR BOARD
Docket No. 687 Place Tampa, Fla.
Exhibit 7 Witness D. C. Russell
At instance of
Compl. Deft. Interv. Board
Date 12/11/18 Reed R. Barnes
Reporter

(1)

Manfield owns interest.

12/10/18

Tiger Bay Trading Co

Tiger Bay Fla

Bacon	Per Pound	36
Lard	" "	29
Rice	"	14
Meal	"	6
Grits		6
Lima Beans		18
Butter	"	65
Corn	Per Can	20
Tomatoes	"	15
Lied Hominy		15
Cheese	Per Pound	40
Overalls	Per Pair	300
Jumper	Each	225
Shoes	Per Pair	600
Flour	Per Pound	7

NATIONAL WAR LABOR BOARD
Docket No. 687
Exhibit No. 36
Place Tampa, Fla.
Witness J. C. Russell
At instance of Board
Interv.
Deft.
Reporter
Compt.
Date 12/11/18

National War Labor Board
Received File Room
JAN 13 1919
Docket No. 687
Exhibit No.
Case

(2)

Irish Potatoes	Per Pound	5
Sweet "	" " "	
Syrup	Per gal	1.50
Sugar	Per Pound	11
Steak	" "	
Eggs	Per Doz	60
Peas	Per Pound	13
Shorts	" "	
work Shirts		1.35

National War Labor Board
Received File Room
JAN 3 1919
Case No. 687
No. Class

A. M. Quinn
Mgr.

F. B. T. Co

Welfare of the Colored People

Saturday night on Broadway, Prof. Mays, the colored orator, delivered one of his good lectures to the members of his race. Only a few of the colored people were out, however, but a large number of white citizens listened with appreciation to the speaker's eloquence in behalf of patriotism and the colored race.

Prof. Mays was formerly employed by the Government, but recently the various phosphate mines in this and adjoining counties secured his services, and he is now going about peaching the gospel of right-living, right-thinking and sanitation to the negro race. He is endeavoring to carry out the mines' idea of bettering the present condition of all colored citizens, especially the working man.

In line with the work in hand a mass meeting of the colored people was held Tuesday night and the following resolutions were unanimously passed:

Resolutions

To the Mine Managers of Polk County:

Gentlemen:

We, the negroes of Fort Meade and vicinity, assembled in mass meeting, do hereby express to you our sincere thanks for the expressed and applied interest you are taking in us as a race, to give us better homes, better means of pleasure and instruction. Also the Community Halls planned and for giving Prof. Mays to us to lead in this great work. We assure you that the misunderstandings which we had have all been cleared away and we are indeed grateful for these blessings and that our gratitude is real and lasting.

Committee, Rev. Y. A. Roberts,
Rev. J. W. Epps,
Rev. S. S. Bell,
Rev. C. Graham,
Rev. F. G. Gary,
A. E. Dennis,
Lester Jones.

THE PALMETTO PHOSPHATE CO.
PAY ENVELOPE.

NAME [illegible]

WAGES
Bond
SPECIAL
STORE ACCT.
BEEF "
Dr.
Stable

SHORT 6.12

THE PALMETTO PHOSPHATE CO.
PAY ENVELOPE.

NAME Galloway Robt.

WAGES 21.00
SPECIAL
STORE ACCT. 30.60
BEEF "
Dr.
Stable

SHORT 9.60

THE PALMETTO PHOSPHATE CO.
PAY ENVELOPE.

NAME Galloway Robt.

WAGES 2.60
SPECIAL
STORE ACCT. 2.95
BEEF "
Dr.
Stable

SHORT .35

THE PALMETTO PHOSPHATE CO.
PAY ENVELOPE.

NAME Cooper [illegible]

WAGES 33.00
Bond
SPECIAL 2.00
STORE ACCT. 37.00
BEEF " 13.26
Dr.
Stable

6.34

THE PALMETTO PHOSPHATE CO.
PAY ENVELOPE.

NAME Galloway Robt.

WAGES 10.50
Bond
SPECIAL 1.00
9.50
STORE ACCT. 12.40
BEEF "
Dr.
Stable

SHORT 2.90

THE PALMETTO PHOSPHATE CO.

PAY ENVELOPE.

NAME Mr Williams

WAGES 19.00

SPECIAL 7.50

STORE ACCT. 12.00

BEEF " 1.00

Gloves 2.70

Dr.

Stable

3.70 SHORT

THE PALMETTO PHOSPHATE CO.

PAY ENVELOPE.

NAME

WAGES 20.70

SPECIAL

STORE ACCT. 16.37

BEEF " 4.15

Dr.

Stable

3.44 SHORT

THE PALMETTO PHOSPHATE CO.

PAY ENVELOPE.

THE PALMETTO PHOSPHATE CO.

PAY ENVELOPE.

NAME

WAGES 20.00

SPECIAL

STORE ACCT. 12.00

BEEF " 1.00

Dr.

Stable

SHORT 1.65

THE PALMETTO PHOSPHATE CO.

PAY ENVELOPE.

NAME

WAGES

SPECIAL

STORE ACCT.

BEEF "

Dr.

Stable

SHORT

THE PALMETTO PHOSPHATE CO.

PAY ENVELOPE.

NAME [illegible]

WAGES [illegible]

SPECIAL

STORE ACCT. [illegible]

BEEF "

Dr.

Stable

SHORT 10.95

THE PALMETTO PHOSPHATE CO.

PAY ENVELOPE.

NAME [illegible]

WAGES 16.00

SPECIAL

STORE ACCT. 13.65

BEEF " 2.00

Dr.

Stable

.65 SHORT

THE PALMETTO PHOSPHATE CO.

PAY ENVELOPE.

NAME [illegible]

WAGES 22.00

SPECIAL

STORE ACCT. 15.00

BEEF " 7.00

Dr. 2.00 2nd Bond

Stable

5.00 SHORT

THE PALMETTO PHOSPHATE CO.
PAY ENVELOPE.

NAME Robinson Jim

WAGES 26.00
SPECIAL
STORE ACCT. 14.95
BEEF " 11.05
9.63
Dr. 5.00
4.63
Stable 1.00
3.63 SHORT

THE PALMETTO PHOSPHATE CO.
PAY ENVELOPE.

NAME
WAGES
SPECIAL
STORE ACCT.
BEEF "
Dr. Lewis
Stable

THE PALMETTO PHOSPHATE CO.
PAY ENVELOPE.

NAME Robinson Jim

WAGES 12.00
Telephone SPECIAL .20
11.80
STORE ACCT. 4.27
BEEF " 4.27
2.55
Dr.
Stable
1.86 SHORT

THE PALMETTO PHOSPHATE CO.
PAY ENVELOPE.

NAME Cooper Henry

WAGES 19.60
SPECIAL 2.00 Bond
17.60
STORE ACCT. 17.08
BEEF "
Dr.
Stable
.52 SHORT

THE PALMETTO PHOSPHATE CO.

PAY ENVELOPE.

NAME Cooper Wm

WAGES 35.75

SPECIAL

STORE ACCT. 24.00

BEEF " 11.75

Dr. Lewis 5.35

Stable 6.40

SHORT Even

THE PALMETTO PHOSPHATE CO.

PAY ENVELOPE.

NAME Cooper Henry

WAGES 8.80

Bread SPECIAL 2.00

STORE ACCT. 6.00

BEEF "

Dr.

Stable

.80 SHORT

THE PALMETTO PHOSPHATE CO.

PAY ENVELOPE.

NAME Gallman

WAGES

SPECIAL

STORE ACCT.

BEEF "

Dr.

Stable

SHORT

682 Armour Fertilizer Works

Transferred to Filing Case

Date.....

Rand Visible-Name Folder

Patented Jan. 14, 1908; June 2, 1908.

Manufactured by

The Rand Company,

North Tonawanda, N. Y.

New York Boston Buffalo Chicago
Philadelphia Providence Detroit
Cleveland Washington Syracuse

vs.

Armour Fertilizer Works, Bartow, Fla.

Docket No. 689.

Name and Address of Complainants: J. L. Rowland, B. J. Register and C. F. Kistner, Authorized committee.

Representing: Employees of Armour Fertilizer Works, Bartow, Florida.

and others similarly situated and with like grievances:

How many employees are affected? (a) Male 45 (b) Female.

What classes of employees are affected? Skilled and unskilled.

Name and address of firm or corporation against whom complaint is directed:

Armour Fertilizer Works,
Bartow, Florida.

State how the business affects the conduct of the war:

Considered an essential War Industry.

State grievances, if any, relating to -

1. Inadequate wages:

Present wage scale, minimum $2.50 per day, prior to September 1st, $2.00 per day.

2. Hours:

Eighty per cent of workers work twelve hours per day, twenty per cent work ten hours per day.

3. Discrimination:

4. Violation of existing agreements:

5. Collective bargaining:

Employers refuse to meet committee of employees.

6. Actual or threatened lockout:

7. Working conditions:

8. Any other violations of principles of National War Labor Board.

Have your grievances and demands been presented to Employers?

YES.

If so, when?

August 16th, 1918.

What steps have been taken to adjust the grievances complained of?

Committee of employees requested conference with employer, employers refused conference, also refused mediation of U. S. Department of Labor.

What was the result?

Grievances submitted by employees to National War Labor Board September 6th, 1918.

If demands are granted, award will be effective as the date of filing this complaint, unless there are grounds for a different date.

Believe award should be effective from date of original filing September 6th, 1918.

DEMANDS:

An eight hour day with pay at the rate of time and one half for over time, double time for Sunday and holidays.

The right to collective bargaining through chosen representatives.

WAGE SCALE, MINIMUM RATE.

Mechanical Department			
Machinist	72½	per	hour.
Boilermakers	"	"	"
Blacksmiths	"	"	"
Pipefitters	"	"	"
Carpenters	"	"	"
Locomotive Eng.	"	"	"
Painters	"	"	"
Bricklayers	"	"	"
Electricians	"	"	"
Armature Winders	"	"	"
Car Repairmen	"	"	"
Foremen of above Depts.	80	"	"
Shovel Eng.	80	"	"
Cranemen	65	"	"
Firemen	60	"	"
Chief Eng.	1.00	"	"
Operating Eng.	75	"	"
Switch Board Opra.	60	"	"
Oilers	60	"	"
Mill & Mine Foremen	75	"	"
Yard & Weigh Masters	75	"	"
Car Loaders Hazardous	75	"	"
Washermen	60	"	"
Gunners	50	"	"
Suction Tenders	50	"	"
Motormen	50	"	"
Common Labor	45	"	"
Track & Float Foremen	75	"	"
Watchmen	60	"	"
Brown Hoist Operator	75	"	"

Signed at Bartow, State of Florida

on the 28th day of October, 1918.

J. L. Rowland.

B. J. Register.

C. F. Kistner.

(To be signed by complaining employees or authorized representatives).

Washington, D.C., Nov. 20, 1918

Docket # 689

National War Labor Board
Received File Room
DEC 10 1918
Gen'l File ____ Case No. 689
No. ____ Class ____

J.L. Rowland
Armour Fertilizer Co.
Bartow, Fla.

This will notify you that the National War Labor Board will hold examiners' hearing in the case of employes versus Armour Fertilizer Company of Bartow, Florida, docket No. 689, in Federal Building, Tampa, Florida, Monday, December 9, ten A.M. Please b be present in person or by representative and acknowledge receipt of this notice by wire.

W. Jett Lauck, Secty.

W-FORM-4100-LARGE-150 M-4-19-13-REG-6452.

Mr Watts

ARMOUR FERTILIZER WORKS

GENERAL OFFICES UNION STOCK YARDS

CHICAGO, U.S.A

Mac Dowell Mine

ADDRESS FOR
MAIL, - - BARTOW, FLORIDA, R. D. R. No. 1
TELEGRAMS, BARTOW, FLORIDA
EXPRESS, - - AGRICOLA, FLORIDA
FREIGHT, - MAC DOWELL, FLORIDA

BARTOW, FLORIDA,
R. D. R. No. 1

November 30th. 1918.

Mr.W.Jett Bauck, Secy.,
National War Labor Board,
Washington, D.C.

National War Labor Board
Received File Room
DEC - 7 1918
Gen'l File Case No. 689
No. Class

Dear Sir;--

Referring to your telegram of November 20th., beg to advise that we will not be present at the meeting in Tampa December 9th.

We are having no trouble with our men and do not anticipate any trouble that cannot be satisfactorily arranged between them and ourselves, so under the circumstances, cannot submit ourselves to the jurisdiction of your board.

Yours very truly,

ARMOUR FERTILIZER WORKS.

J H Rountree

JHR/r.

Superintendent.

LARGE-100M-5-18-17-REQ-31252

ARMOUR FERTILIZER WORKS

GENERAL OFFICES: UNION STOCK YARDS

CHICAGO, U.S.A.

National War Labor Board
Received File Room
DEC - 6 1918
Gen'l File.....Case No. 689
No.....Class.....

December 2 1918.

NATIONAL WAR LABOR BOARD - HEARING, TAMPA, FLA.
Dec. 9, 1918 Case No. 689, - Employes versus
Armour Fertilizer Works, Bartow, Fla.

Hon. W. Jett Lauck,
Secretary, National War Labor Board,
Washington, D.C.

Dear Sir:-

In answer to your wire of November 20th, and since having written you in the above matter, we desire to advise you that we shall have a representative present in Tampa, Florida, on the 9th of December, at the Federal Building, at ten o'clock in the forenoon, for the purpose of protesting against the National War Labor Board's assuming jurisdiction in the case of Employes versus Armour Fertilizer Works, designated on your docket as No. 689.

Yours very truly,

Armour Fertilizer Works.
Dewitt Brown
1st V.P.

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

National War Labor Board
Received this Email
DEC 1 1918
Case No. 689
Class

A359J 10 NITE

BARTOW FLO 21

W JETT LAUCK

SETY NATL WAR LABOR BOARD WASHINGTON DC NOV 21 PM 8 49

YOUR WIRE REFERENCE TO MEETING DECEMBER NINETH TAMPA IS RECEIVED ARMOUR FERTILIZER WORKS.

No ans

A-F-W-FORM-4100-LARGE-150 M-4-19-13-REG-6152.

Mr. Wells

ARMOUR FERTILIZER WORKS

GENERAL OFFICES UNION STOCK YARDS

CHICAGO, U.S.A

National War Labor Board
Received File Room
DEC 2 1918
Gen'l File..... Case No. 689
No..... Class.....

Mac Dowell Mine

ADDRESS FOR
MAIL, - - BARTOW, FLORIDA, R. D. R. No. 1
TELEGRAMS, BARTOW, FLORIDA
EXPRESS, - AGRICOLA, FLORIDA
FREIGHT, - MAC DOWELL, FLORIDA

BARTOW, FLORIDA,
R. D. R. No. 1

Wells

November 25th. 1918.

Mr. W. Jett Lauck, Secy.,
National War Labor Board,
#1312 Massachusetts Avenue, N.W.,
Washington, D.C.

Dear Sir:--

We Acknowledge receipt of your favor of November 6th. and thank you for the services offered by your board, but as we have encountered no trouble that has not or cannot be amicably arranged with our men direct, we have nothing to arbitrate.

The delay in replying to your letter has been due to the fact that the writer and practically all of our office force has been confined to their bed with influenza.

Yours very truly,

JHR/r. ARMOUR FERTILIZER WORKS.

J. H. Rochman

REPRESENTING EMPLOYERS
LOYALL A. OSBORNE
C. E. MICHAEL
J. W. MARSH, ALTERNATE
W. H. VAN DERVOORT
H. H. RICE, ALTERNATE
B. L. WORDEN
C. A. CROCKER, ALTERNATE
C. F. HOOD
JOHN F. PERKINS, ALTERNATE

WILLIAM H. TAFT FRANK P. WALSH
JOINT CHAIRMEN
FREDERIC N. JUDSON WM. HARMAN BLACK
VICE CHAIRMEN
W. JETT LAUCK, SECRETARY

REPRESENTING LABOR
FRANK J. HAYES
ADAM WILKINSON, ALTERNATE
W. L. HUTCHESON
T. M. GUERIN, ALTERNATE
THOMAS J. SAVAGE
WM. H. JOHNSTON, ALTERNATE
VICTOR A. OLANDER
MATTHEW WOLL, ALTERNATE
T. A. RICKERT
JOHN J. MANNING, ALTERNATE

NATIONAL WAR LABOR BOARD

WASHINGTON

International Union of Mine, Mill and Smelter Workers, locals No. 253, 254 and 255

vs.

Armour Fertilizer Company
Bartow, Florida

SUBMISSION AGREEMENT.

The undersigned agree to submit all questions in controversy between the above named parties to the National War Labor Board and agree to abide by its decision.

For Employers.

V. Hyquhart
For Employees.

Tampa, Fla. 10/17 1918

From the letter of President Wilson to the President of the Western Union Telegraph Company, dated June 11th, 1918:

"In my judgment it is imperatively necessary in the National interest that decisions of the National War Labor Board should be accepted by both parties to labor disputes. To fail to accept them is to jeopardize the interest of the Nation very seriously, **because it constitutes a rejection of the instrumentality set up by the Government itself for the determination of labor disputes,** set up with a sincere desire to arrive at justice in every case and with the express purpose of safeguarding the Nation against labor difficulties during the continuation of the present war."

September 16, 1918

Gentlemen:

I am enclosing herewith copy of a letter which has been received in this office, relative to the controversy existing between your Company and the members of the Mulberry & Ft. Meade Mineral Workers Union.

Please advise me whether you will join in the submission of the questions at issue to the National War Labor Board for arbitration.

Very truly yours,

B:B

Secretary

Armour Fertilizer Company,
Bartow,
Florida.

National War Labor Board
Received File Room
OCT 24 1918
Gen'l File..... Case No. 689
No..... Class.....

456

October 23, 1918

Gentlemen:

Receipt is acknowledged of your letter of October Fifteenth. It will be made a part of the record in this case.

Your statment that you have no differences with your employes that you cannot handle direct with the men is rather surprising in view of the appeal to the National War Labor Board from several different sources to use its offices to persuade some several hundred men to return to work and continue to work in the Florida Phosphate industry.

Very truly youre,

W:B

Secretary

Armour Fertilizer Works,
Bartow,
Florida.

A-7-W-FORM-4100-LARGE-150 M-4-19-13-REG-6952.

ARMOUR FERTILIZER WORKS

GENERAL OFFICES UNION STOCK YARDS

CHICAGO, U.S.A

Mac Dowell Mine

ADDRESS FOR
MAIL, - - BARTOW, FLORIDA, R. D. R. No. 1
TELEGRAMS, BARTOW, FLORIDA
EXPRESS, - AGRICOLA, FLORIDA
FREIGHT, - MAC DOWELL, FLORIDA

National War Labor Board
Received File Room
OCT 24 1918
Gen'l File..... Case No. 689
No..... Class.....

BARTOW, FLORIDA,
R. D. R. No. 1

October
Fifteenth
1 9 1 8.

Mr. W. Jett Lauck,
National War Labor Board,
Washington, D.C.

Dear Sir;--

We have delayed answering yours of September 16th. so that we might refer the matter to our home office.

We thank you for your letter and the trouble you have taken to interest yourself in the situation. There are no differences with our employes that have come to our attention that we cannot handle direct with our men and therefore have nothing to submit to arbitration.

Yours very truly,

ARMOUR FERTILIZER WORKS.

J. H. Rackman

JHR/r.

Superintendent.

(Copy)

Mulberry, Fla. August 15/ 1918

Mr J. H. Rickman
Gen. Mgr. Armour Fertilizer Co.
Bartow Florida

Dear Sir:-

The undersigned Committee of your Employees, Selected by the Mulberry Mineral Workers Union # 253, beg leave to submit the enclosed agreement and wage scale for your consideration.

We respectfully request that a conference be held between you or your authorized agents and this Committee, the time and place to be designated by you; the conference to be held not later than August the 27th 1918, so that an amicable ~~xxxxxxxxx~~ adjustment may be arrived at respecting the enclosed agreement and wage scale.

We respectfully request a reply to this communication on or before August the 20/ 1918. Failure to reply within the date above mentioned will be considered a refusal.

Hoping you will give this matter favorable consideration, we remain

Yours respectfully

National War Labor Board
Received File Room
SEP 16 1918
Gen'l File.....Case No. 438
No..... Class.....

B. J. Regester
J. L. Rowland
C. W. Watson
COMMITTEE.

(Copy)

Mulberry, Fla. August 15/ 1918

Mr J. H. Rickman
Gen' Mgr. Armour Fertilizer Co'
Bartow Florida
(R.F.D. R.1.)

Dear Sir:-

The Undersigned Committee of your Employees, selected by the Mulberry Mineral Workers Union #253, beg leave to submit the enclosed agreement and wage scale for your consideration.

We respectfully request that a conference be held between you or your authorized agents and this Committee, the time and place to be designated by you; the conference to be held not later than August the 27th 1918, so that amicable adjustment may be arrived at respecting the enclosed agreement and wage scale.

We respectfully request ~~that~~ a reply to this communication on or before August the 20/ 1918. Failure to reply within the date above mentioned will be considered a refusal.

Hoping you will give this matter favorable consideration, we remain

Respectfully yours

B. J. Regester
J. L. Rowland
C. W. Watson
COMMITTEE

National War Labor Board
Received File Room
OCT 4 1918
Gen'l File..... Case No.....
No..... Class.....

NATIONAL WAR LABOR BOARD

ORIGINAL COMPLAINT

Name of complainant V. Urquhart

Address of complainant Mulberry, Florida

Representing International Union of Mine, Mill and Smelter Workers
Locals No. 253, 254 and 255

and others similarly situated and with like grievances.

Name of employer Armour Fertilizer Company
J H Rickman, General Manager

Address of employer Bartow, Florida, R F D No 1

~~Grievance~~ Requests:

1, The right to organize and bargain collectively through closen representatives

2. Reinstatement of all men discharged or discriminated against for trade-union activities, with pay retroactive to date of discharge

3. A minimum wage of 45 cents an hour, and increases and rates of pay as shown in the attached proposed wage scale, retroactive to September 6, 1918

4. An eight-hour working-day, with pay at the rate of timeand one half for overtime and double time for Sundays and holidays

5. Immunity from the commissary (company store) system, with no discrimination against employes who trade elsewhere

1:—1597

Respectfully submitted,

V Urquhart
10/17/18

104

Docket No. 689

EMPLOYEES

vs

ARMOUR FERTILIZER WORKS,
Bartow, Fla.

Employees Affected:

Male 45 Female none.

History:

On August 15, 1918, a letter was sent to ~~the~~ General Manager of ~~each~~ this Company signed by three committeemen selected from union employees of ~~each~~ this company, submitting a proposed agreement ~~on~~ or wage scale, requesting a conference to be held not later than August 27, 1918, and requesting a reply on or before August 20, 1918, further stating that failing to receive a reply this action would be construed as a refusal.

The ~~all~~ companies refused to meet the committee.

After this refusal, by the influence of the officials of the union, the employees agreed to submit their demands and grievances to the National War Labor Board for settlement, ~~and with the exception of one strike, which lasted two or three days.~~ They remained at work upon the advice of the union officials. Immediately upon the receipt of complaints from the employees by the National War Labor Board the company ~~is~~ was ~~were~~ notified and requested to sign a joint submission. ~~In such case~~ The company ~~is~~ declined to submit any differences existing between ~~them~~ it and ~~their~~ its employees. Whereupon, the Secretary of the National War Labor Board notified both employees and employees that hearings would be held in the Federal Building, Tampa, Fla., beginning at 10 A.M. December 9, 1918. Hearings began December 9th, at 10 A.M. before Examiners Ben K. Raleigh, Ashton G. Clapham and Wm. P. Meredith, continuing until Friday after_noon, December 13th.

~~Issue~~:

~~Hours.~~

An eight hour day with pay at the rate of time and one half for over time and double time for Sundays and all legal holidays recognized by the laws of the State of Florida.

These holidays, as enumerated at the hearing, are:
The first day of the week(meaning Sunday);January 1st,New Year's Day;January 19th, birthday of Robert E. Lee;February 22nd, Washington's Birthday;April 26th, Memorial Day, June 3rd,birthday of Jefferson Davis;July 4th,Independence Day;first Monday in September,Labor Day; General Election day; Thanksgiving Day;December 25th, Christmas Day;Good Friday and also the day known as [illegible] as Mardi Gras Day,in [illegible]
These holidays are fixed by Act of the Florida [illegible]
"That wherever,in contracts to be performed in this State of Florida, [illegible] made to legal holidays, legal holidays shall be understood to be the following: and then follows the list given above. (See Transcript of Testimony, pages 54 and 55 of Docket No. 689)

105

Company's Position.

Complete answer relative to this point ,as filed by attorney representing company, attached hereto

Collective Bargaining:

Employees demand the right to bargain collectively, through chosen representatives, as recognized by principles of the National War Labor Board.

Company's Position

Complete answer relative to this point, as filed by attorney representing company, attached hereto.

Wages

Employees demand minimum wage of forty-five cents an hour and wage scale for following classifications; also demand retroactive ~~pay~~ that award be from Sep.6,1918:

Mechanical Department

Classification	Cents per Hour
Machinists	72½
Boilermakers	"
Blacksmiths	"
Pipe Fitters	"
Carpenters	"
Locomotive Engineers	"
Painters	"
Bricklayers	"
Electricians	"
Armature Winders	"
Car Repair Men	"
Foremen of above Departments	80
Shovel Engineers	"
Cranemen	65
Firemen	1.60
Chief Engineers	1.00
Operating Engineers	75
Switchboard Operators	60
Oilers	60
Mill & Mine foremen	75
Yard & Weightmasters	75
Car Loaders (hazardous)	75
Washermen	60
Gunners	50
Suction tenders	50
Motormen	50
Common labor	45
Track & Float foremen	75
Watchmen	60
Tractor operators	75

Company's position.

Complete answer relative to this point, as filed by attorney representing company, attached herewith.

Working Conditions.

Testimony in this case indicates that working conditions are better in this plant than any other in the phosphate district. It was shown in this case that it is possible to mine phosphate under better working conditions than obtain in other companies. Testimony in other cases was to the effect that men were compelled to work in the pits standing in water and mud for twelve hours. By proper care and precautions this company, it may be said to its credit, keeps the pits dry so that its pit workmen are able to do their work in comfort and healthful conditions.

Testimony in cases of other companies is to the effect that dust from phosphate rock in the drying bins is so thick as to constantly create a vapor composed of dust particles which resembles a dense cloud of steam, By improved methods; this condition, which a physician testified was extremely prejudicial to health, has been obviated to a great extent. Conditions in this

company, therefore, would militate against any contention by other companies that such onerous working conditions are, because of the nature of the business, impossible to eradicate. Company's Position

See complete answer, attached hereto.

Company Housing.

Testimony in this case refutes the company's contention that it supplies its employees with houses, fuel and light free. An exactly opposite condition is shown. Witnesses stated that the company charged 10 cents a day as rent and that this amount was deducted from wages. Witnesses said that the company explained that it made this charge to cover interest charges on money invested in these houses, altho other companies which supplied some of their employees with houses, made no such interest charge and paid as high a rate of wage. Thus we have a condition of these employees because of the charge for rent receiving, roughly, $3.00 per month less than employees doing exactly the same work for other companies who live rent free in company houses. We also have, queerly enough, a condition where the employees of this company because of the [illegible]

effect that men were compelled to work in the pits standing in water and mud for twelve hours. By proper care and precautions this company, it may be said to its credit, keeps the pits dry so that its pit workmen are able to do their work in comfort and healthful conditions.

Testimony in cases of other companies is to the effect that dust from phosphate rock in the drying bins is so thick as to constantly create a vapor composed of dust particles which resembles a dense cloud of steam, By improved methods; this condition, which a physician testified was extremely prejudicial to health, has been obviated to a great extent. Conditions in this company, therefore, would militate against any contention by other companies that such onerous working conditions are, because of the nature of the business, impossible to eradicate. Company's Position

See complete answer, attached hereto.

Company Housing.

Testimony in this case refutes the company's contention that it supplies its employees with houses, fuel and light free. An exactly opposite condition is shown. Witnesses stated that the company charged 10 cents a day as rent and that this amount was deducted from wages. Witnesses said that the company explained that it made this charge to cover interest charges on money invested in these houses, altho other companies which supplied some of their employees with houses, made no such interest charge and paid as high a rate of wage. Thus we have a condition of these employees because of the charge for rent receiving, roughly, $3.00 per month less than employees doing exactly the same work for other companies who live rent free in company houses. We also have, queerly enough, a condition where the employees of this company because of the moderateness of the rent charge, receiving, roughly, about $9.00 per month more than employees of other companies who do exactly the same work at the same hour for the same rate of pay. For this reason: - that houses such as this company furnishes rent for about $12.00 a month in Florida, - so that while employees of other companies who have free rent enjoy an advantage over the employees of this company, employees of this company enjoy an advantage over the employees of other companies who must pay rent for their houses. This is a condition which calls for a ruling establishing uniform conditions and such a ruling is hereby specifically recommended.

It was also testified that employees of this company furnished their own fuel and light and state that the company does not furnish light at night for the reason that the mine is only operated in the day time and the power is closed at the end of the working day.

Insert "N" Santary Conditions.

No sewerage system. Witnesses testify that outside closets are never cleaned except by an occasional hog. This condition is a menace to health, workers, their wives and growing families.

Insert "N"

Accusations against Unions.

5 The Company in its statement alleged there never would have been any labor trouble or differences with employees had outside labor agitators remained away from its territory. In rebuttal it was testified to, and, in the unanimous opinion of the examiners, conclusively proved that had not the International officials of the Union advised the employes in accordance with the policies and principles as laid down by the National War Labor Board for the guidance of labor there undoubtedly would have been a strike. The good faith, honesty and honor and integrity of the International Union Officials, blamed by the company for bringing the difficulties before the National War Labor Board for settlement, were demonstrated when practically all the witnesses for the employees testified that they would have gone on strike but for the fact that they were advised by the International Union Officials that they should put patriotism first trade unionism second, that complaint had been referred to the National War Labor Board, that the men should be patient, and await the award and decision of the Board and when such award was made that they should abide by it.

End of Insert "N"

107.

Hours:

~~All of these~~ witnesses testified for the employees that 80% of the men work 12 hours with no time for lunch, eating ~~some~~ same whenever possible on the job, under most unfavorable conditions; the other 20% ten hours; that men work twelve hours continuously in the pits and

dryers.

Not being furnished company houses free of rent, necessitates the employees renting houses in villages from two to four miles from plant paying a rental of from $10 to $20 per month and walking to and from work; that long working hours make their homes only a place for sleep; that the company pays the same wage to men who rent houses as to the ones who are given houses free of rent by company, and that houses are usually given to men free of rent who receive the highest wage; further that the 8-hour day is recognized as the basic work day by the United States Government and especially in the majority of mining districts in the west and in almost all foreign countries.

Collective Bargaining.

Witnesses called attention to the principles and policies of the National War Labor Board as to the right to organize in trade unions and bargain collectively and thereupon presented testimony to show that while organization in trade unions had not been denied by the companies, in every case the right to bargain collectively had been refused the workers by the companies when the men presented formal written demands.

WAGES

Testimony:

All the employees testified to the increasing cost of living in the phosphate mining district and produced evidence showing increases from 100 to 300 per cent since 1914 in practically all the necessities of life; that in 1914 their wages were reduced 25%, companies claiming decreased demand for phosphate. Men accepted the reduction with the desire to assist in keeping the plants in operation, they admit that wages have been increased

from time to time from 1914 to September 1, 1918, but these increases were only sufficient to equal the wage scale in effect prior to 1914 reduction; many pay envelopes were introduced in evidence to show that the men were not earning a living wage, in many cases at the end of two weeks after their bill for food had been deducted at the commissary practically nothing remained for clothing and in some cases men were in debt to the company. In this connection witnesses testified that good clothing and food were necessary on account of the hard physical work and conditions surrounding them, this being in answer to the companies' contentions that the increases of living had not been sufficient to justify increased wages (See Company's Answer)

The testimony indicates that these employees who are not furnished houses rent free but who are obliged to rent such houses with no increase of pay, so that men doing absolutely the same classification of labor are remunerated unequally; nevertheless it is the testimony that house rent in this district is considerable less than for the same character of house in the congested industrial centers of the United States, thus we have a problem where wages should, in equity, be so adjusted as to give the man who pays rent some sort of an equalizing allowance to place him on a parity with the man getting rent, fuel, light and water free and at the same time receiving exactly the same hourly, daily or monthly rate of compensation.

In effect, also, the man who does not receive free house, rent, fuel, light and water, is, because of that very fact, placed under an additional burdensome handicap; and for this reason that the mines are in no case within towns, that towns where houses may be rented are the nearest available places of residence for those who do not occupy company houses. The nearest town to any one of the mines in these cases is from one to five miles distant, thus by making this added journey necessary the result is to prolong the hours at or in transit to and from labor by, in some cases, as much as two hours.

Bearing of Industry on War.

Considered an essential war industry by War Industries Board and so rated by it in its priority orders.

In Company's argument for coal, made to the Fuel Administration, contentions were advanced by Company that coal should be supplied phosphate mining companies because of the essential bearing of their product in relation to the winning of the war.

Docket #689 Page 109

The National War Labor Board.

Gentleman:

In the matter of the case of Employees versus Armour Fertilizer Works, Bartow, Fla.

we appear for the sole and express purpose of denying the jurisdiction of the board to hear a controversy that, in our opinion, does not exist; and, if it did exist, to hear it without the consent of both parties, our position being that we believe that the National War Labor Board was created by proclamation of the President of the United States for the sole purpose of having some tribunal to which could be submitted matters in controversy between employers and employees when they could not agree between themselves and when and if they both voluntarily desired to submit their differences to some other body.

We do not concede that it was ever the intention of the president, nor could it have been the intention of the government, to establish an arbitration board for the purpose of compelling either employer or employee to submit his differences to such tribunal when the employer or the employee did not desire to do so. This would be contrary to our Constitution, to the spirit of a free land, and of a free republic, such as this is.

In the case of Adair vs United States, reported in 208 U.S., 52 law edition, page 442, Justice Harlan used this very pertinent language:

> "While, as already suggested, the right of liberty and property guaranteed by the Constitution against deprivation without due process of law is subject to such reasonable restraints as the common good or the general welfare may require, it is not within the functions of government, at least in the absence of contract between the parties, to compel any person in the course of his business and against his will to accept or retain the personal services of another,

or to compel any person against his will to perform personal services for another. The right of a person to sell his labor upon such terms as he deems proper is in its essence the same as the right of the purchaser of labor to prescribe the conditions upon which he will accept such labor from the person offering to sell it. So, the right of the employe to quit the service of the employer, for whatever reason, is the same as the right of the employer, for whatever reason, to dispense with the services of such employee. It was the legal right of the defendant, Adair, however unwise such a course might have been, to discharge Coppage because of his being a member of a labor organization, as it was the legal right of Coppage, if he saw fit to do so, however unwise such a course on his part might have been, to quit the service in which he was engaged because the defendant employed some persons who were not members of a labor organization. In all such particulars the employer and the employee have equality of right, and any legislation that disturbs that equality is an arbitrary interference with the liberty of contract, which no government can legally justify in a free land."

And that pronunciamento by Justice Harlan was in a case where there had been legislation by the congress of the United States. And state courts, construing the same sort of legislation, have held to the same effect, and the principles announced in the Adair case have been again affirmed by the supreme court of the United States in the recent case of Coppage vs State of Kansas, reported in 236 U. S., 59 law edition, page 441. Now, if an act by the congress of the United States or by a legislature of a state could not be justified under the Constitution of this country because depriving the citizen of the right of contract, which is guaranteed by the Constitution, how can it be contended for one minute that any board or tribunal can be established by proclamation of the president, even if he saw fit to do so, - which we deny that he did, - for the purpose of compelling

citizens of the United States to submit their controversies, or supposed controversies, to it against their will? We, therefore, deny that the National War Labor Board could have been established for the purpose of forcing employers and employees to submit their differences to it, except and unless they voluntarily desired to do so; and,

Secondly, we contend that it never was the intention that such should be the case when your Honorable Board was created.

We are quite well aware that the citizens of the United States have most gracefully and voluntarily submitted to the deprivation of many constitutional rights during the war. It was their pleasure to do so, in order that the war might be won; but the war has been won and there is no necessity now that there should be a continuance of the deprivation of any constitutional rights that have heretofore been guaranteed to the citizens of the United States. And in making this statement we are simply doing that which we think it is our duty to do as American citizens. The war is over, and if we are to be free from troubles in this country, if we are going to have normal times, those rights for which our forefathers fought and died must again be restored in their entirety to the people.

In the second place we contend that, if it be true that a tribunal could be and was established for the purpose of forcibly compelling employers and employees to agree upon such terms and to make such contracts as such tribunal saw fit to impose upon them because of the peculiar circumstances surrounding a case as might make it necessary that the tribunal should exercise such arbitrary power, no such

exigency exists here. There is no reason why this Board should assume jurisdiction of this supposed controversy.

We have been operating our plant without any trouble, and are still continuing to operate it. We are operating an open shop, and are treating all alike, union as well as non-union; we would never have had any trouble or differences with our employees had outside labor agitators remained away from our territory. Our employees, many of them, have been with us for many years, having been satisfied with wages and conditions, etc. We are now paying all the wages we can afford to pay. We have been free from labor troubles in the past. We have been operating for about ten years, and have at all times had the most harmonious relations with our employees, We have been humane, have taken an interest in them, and done everything that an employer, recognizing his employees as human beings and being a part of his establishment, should have done. We, as well as the other phosphate plants in this territory, are providing houses for our employees, lights, fuel. and water, without charging them anything for the same, and the phosphate companies in this territory have been doing that for many years. Since the world war all of the phosphate companies, together with ourselves, have increased salaries and wages of our employees at least three times; and the scale of salaries and wages that are now being paid to the employees, is as follows:

Chief Engineers of Power Station,	12 hrs. a day,	$165 to $250 per month
Operators, Power Station	12 hrs. a day,	$110 to $150 per month
Oilers Power Station	12 hrs. a day,	$2.75 to $3.00 per day.
Pit Foremen,	12 hrs. a day,	$100 to $150 per month.
Pumping Station Engineers	12 hrs. a day,	$100 to $125 per month.
Track Gang Foremen	12 hrs a day,	$100 to $125 per month
Floating Gang Foremen,	12 hrs. a day,	$125 to $150 per month
Mill Foremen,	12 hrs. a day,	$100 to $175 per month
Brown Hoist Operator,	12 hrs. a day,	$110 to $125 per month.
Drag Line and Steam Shovel Engineer	12 hrs. a day,	$125 to $165 per month
Gunners,	12 hrs a day,	$2.75 per day
Suction Tenders,	12 hrs a day,	$2.75 per day
Dam Tenders,	12 hrs. a day,	$2.75 to $2.85 per day.
Motormen,	12 hrs. a day,	$2.75 to $3.60 per day.
Washermen,	12 hrs. a day	$2.75 to $3.50 per day.
Oilers,	12 hrs. a day,	$2.75 to $4.50 per day
Car Rollers, Dry Rock,	12 hrs. a day,	$2.75 per day.
Firemen, Pumping Station,	12 hrs. a day,	$2.75 to $3.25 per day.
Firemen, Dryers,	12 hrs. a day,	$2.75 to $3.25 per day.
Firemen, Dickey Locomotives,	12 hrs. a day,	$2.75 per day.
Firemen, Shifting Engine,	12 hrs. a day,	$2.75 per day.

Firemen, Brown Hoist,	12 hrs. a day,	$2.75 to $3.25 per day.
Firemen, Steam Shovel,	12 hrs. a day,	$2.75 to $3.50 per day.
Firemen, Drag Line,	12 hrs. a day,	$2.75 to $3.50 per day.
Watchmen,	12 hrs. a day,	$2.75 a day to $100 per mo.
Electric Linemen, & Combination men,	10 hrs. a day,	$4.25 to $6.00 per day.
Armature Winders,	10 hrs. a day,	$5.00 to $6.00 per day.
Electric Helpers,	10 hrs. a day,	$2.75 to $3.50 per day.
Machinists,	10 hrs. a day,	$6.00 a day.
Blacksmiths,	10 hrs. a day,	$6.00 a day
Carpenters,	10 hrs. a day,	$3.00 to $5.00 a day.
Machinists' and Carpenters' Helpers,	10 hrs. a day,	$2.75 to $3.50 per day.
Blacksmiths' helpers	10 hrs. a day,	$2.75 to $3.50 per day.
Pipe Fitters,	10 hrs. a day,	$4.50 to $6.00 per day.
Labor, Floating Gang,	10 hrs. a day,	$2.50 to $2.60 per day.
Labor, Blasting Gang,	10 hrs. a day,	$2.50 to $2.60 per day.
Chief Electricians,	10 hrs. a day,	$125 to $175 per month.
Carpenters Foremen,	10 hrs. a day,	$140 to $175 per month.
Labor Track Gang,	10 hrs. a day,	$2.50 per day.
Labor Pit Flunkeys,		$2.50 per day.
Labor, Mill Dryers, and Yard,		$2.50 per day.
Mining Foremen,		$150 to $175 per month.
Car Loaders, work by the piece, and make every day that they work		$2.50 to $8.00 per day.

All of which compensation and wages are being paid to the before mentioned employees, in addition to furnishing them, as above stated, with house rent, fuel, lights and water free.

We have never had any complaints with respect to wages until lately. There has been no such increase in the cost of living in the Mulberry district as to necessitate any increase of wages in order that the employee might live in comfort and ease, and this so-called controversy is an enforced one by certain outside labor leaders for the purpose only of unionizing our employees and making political capital for themselves.

Our output of phosphate has been contracted to be sold years ahead, as is the case with all phosphate companies in this district. Our phosphate was sold under contracts prior to the war, based upon conditions as they existed at that time and upon wages as paid at that time. These contracts must be carried out and the phosphate sold at the figures named therein; and should the demands of the employees be granted, we would be compelled to mine phosphate and sell it at a loss. This we do not propose to do. There is a limit to the amount of phosphate that there is in the earth, and we could better afford to shut down our plant until normal conditions return, and save the phosphate that is in the earth, which will be needed by the people in the future, than to undertake to mine it at a loss. We are frank enough to state that, if conditions should arise whereby we would be compelled to

mine phosphate at a loss, there is no doubt but that the mine would be shut down. Therefore, so far as the employees are concerned, it is with them whether they desire to work for us upon terms that heretofore have been satisfactory and upon terms that ought to be satisfactory to any employee, or that there will be no place for them to work, so far as this phosphate plant is concerned.

We, therefore, submit that outside labor agitators and disturbers should not be permitted to come into this situation to disturb the relationship heretofore existing between ourselves and our employees, and thus bring about a possible condition, whereby the net result would be to deprive our employees of a place to work, which they now have and which they have heretofore had. And these labor agitators will not be permitted to do so, insofar as we are concerned.

We trust this Honorable Board will appreciate and realize our position; and we know that it will respect us more for standing upon those rights, now that the war has been won, that every American citizen is proud of, rights which we intend to protect by every means afforded us by our government.

All of which is respectfully submitted.

Knight, Thompson & Turner
Attorneys for
American Cynamid Company.

Copy one

National War Labor Board
Roosevelt Files Room
JAN 2 - 1919
Date In _____ Date Out _____
By _____ Files _____

BEFORE THE NATIONAL WAR LABOR BOARD

EMPLOYEES . . . . . .

vs.

ARMOUR FERTILIZER WORKS of
BARTOW, FLORIDA . . . . . .

Docket No. [illegible]

Transcript of Proceedings

TAMPA, FLORIDA

Thursday, December [illegible]

C A S E

BEFORE THE NATIONAL WAR LABOR BOARD.

-o-

Employes, Complainants, vs. Armour Fertilizer Works of Bartow, Florida. Defendant.	Docket No. 689.

-o-

Federal Bldg., Tampa, Florida,

Thursday, December 12th, 1918,

10.00 o'clock, a.m.

-o-

The hearing of this matter was taken up pursuant to notice.

-o-

BEFORE: Examiners Benjamin K. Raleigh, Ashton G. Clapham and William P. Meredith.

APPEARANCES: Edward Crough (503 Denham Bldg., Denver, Colorado) and V. Urquhart (Secy. Local 253, et al., International Union of Mine, Mill & Smelter Workers, Mulberry, Fla.), appearing for complainants.

A. C. Turner of Messrs. Knight, Thompson & Turner, appearing specially for defendant.

-o-

P R O C E E D I N G S.

Examiner Raleigh: We will come to order, gentlemen. This proceeding is a hearing of testimony in a complaint of the employes represented by J. L. Rowland, B. J. Register and C. F. Kistner, an authorized committee representing the employes, against the Armour Fertilizer Workers of Bartow, Florida, being case 689 on the docket of the National War Labor Board. Mr. Crough, will you present your demands and grievances in this case and have the committeemen give their names.

(Here J. L. Rowland and C. F. Kistner came forward and gave their names as representing the employes.)

Mr. Crough: B. J. Register was also on the committee, but he has got the flu.

Examiner Raleigh: Note that Mr. Turner represents the company in this case, Mr. Stenographer.

Mr. Crough: In this case, Mr. Chairman, the employes of the Armour Fertilizer Works of Bartow, Florida, some 45 of them, skilled and unskilled, claim that the present wage scale is entirely too low, the minimum at the present time being a rate of $2.50 a day; that 80 per cent of the workers work 12 hours per day and some 20 per cent of the workers 10 hours per day. We ask that they get an eight hour day and get time and a half time for overtime and double time for Sundays and holidays; also the right of collective

bargaining thru chosen representatives and an increase in wages. We do not claim any discrimination against union men on behalf of this company.

In this case, Mr. Chairman, a communication was sent to Mr. J. H. Rickman, general manager of the Armour Fertilizer Works of Bartow, Florida, on August 15th, 1918 (reading):

(Exhibit 1.)

"Bartow, Fla., Aug. 18, 1918.

Mr. J. H. Rickman,

Gen. Manager, Armour Fertilizer Works,

Bartow, Fla.

Dear Sir:

The undersigned committee of your Employees, selected by the Mulberry Mineral Workers Union No. 253, beg to submit the enclosed agreement and wage scale for your consideration.

We respectfully request that a conference be held between your authorized agents and this committee, the time and place to be designated by you; the conference to be held not later than August the 27th, 1918, so that an amicable adjustment may be arrived at respecting the enclosed agreement and wage scale.

We respectfully request reply to this communication on or before August the 20th, 1918. Failure to ~~reply with~~

reply within the date above mentioned will be considered a refusal.

Hoping you will give this matter favorable consideration, we remain

Yours respectfully,

J. L. Rowland

C. F. Kistmer

B. J. Register

Committee."

(Said letter, consisting of one sheet, was marked "Exhibit 1, Witness Crough", and is returned with this record as part thereof.)

(Mr. Crough thereupon read the draft of proposed contract referred to as follows):

(Exhibit 2.)

"Contract.

This agreement made and entered this_____day of_____ Nineteen hundred and eighteen (1918) by and between the Hereinafter designated as the Company, party of the first part, and Mulberry Mineral Workers Union, International Union of Mine, Mill and Smelter Workers, hereinafter designated as the Union party of the ~~fix~~ second part.

Witnessed. Article 1.

Section 1. It is agreed that the Company shall employ members of the Union, and all employees working within the jurisdiction of the Union shall become members of the Union

within fifteen (15) days after the adpption of this agreement. And all who may hereafter be employed by the Company, within the jurisdiction of the Union, shall become members of the Union within fifteen (15) days after such employment commences.

Section 2. It is agreed that the Company shall deduct from its regular pay roll the dues, initiation fees and assessments due the Union from the members thereof, for which an order shall be signed by the members of the Union. The Secretary of the Union shall supply a list of all deductions to be made on the_____day of each month at the Company's office. Such deductions to be paid to the Secretary-Treasurer of the Union on the____day of each month for the month next preceding. The Company to furnish a list of its employees when requested by the Secretary of the Union.

Article 2.

Section 1. The Company shall have exclusive right to hire and discharge employees, and this right shall not be abridged by the Union. The Company agrees that no employee sh all be discharged because of his membership in the Union or his activity in its behalf.

Article 3.

Section 1. That eight (8) hours in each twenty-four (24) hours shall constitute a shift of one day's work. All time worked over the eight (8) hour period to be paid for

at the rate of time and one-half and double time to be paid for Sunday and holiday work. It being understood that overtime shall be worked only when shown to be absolutely necessary or in case of emergency.

Article 4.

Section 1. It is agreed that the Union Committee shall be recognized by the Company; take up and investigate any and all grievances that may arise between the Company and the employees in course of employment. And that no discrimination shall be exercised by the company against the Committeemen in performance of such work.

Section 2. It is agreed that if any member of the Union has been discharged and it is shown, upon investigation, that he has been unjustly discharged, he shall be reinstated in former position and shall be paid wages in full for the period of discharge.

Section 3. All grievances arising between the Company or its officials, and the Union and its members, that can not be adjusted by the Manager or Superintendent and the Union Committee, shall be referred to an arbitration committee for settlement. Such committee to be composed of five (5) members, two (2) to be appointed by the Company, two (2) to be appointed by the Union, and these four to select a fifth (5) member. In case of inability to agree on the fifth (5) member, the United States Department of Labor shall be re-

quested to design the Chairman of the Committee. The Plant shall continue in operation, pending the decision of the Committee. The decision of the Committee shall be binding upon all parties concerned.

Article 5

Wage Scale:

Electricians

Linemen	72¢ per hour;
Combination man,	72¢ per hour;
Armature,	77¢ per hour.

Railway Department

Locomotive Engineers,	72¢ per hour;
Fireman,	65¢ per hour;
Yardmasters,	72¢ per hour;
Waymasters,	72¢ per hour;
Foremen,	85¢ per hour.

Power House

Chief Engineer,	1.00 per hour;
Operating Engineer,	75¢ per hour;
Second Engineer,	65¢ per hour;
Switchboard Operator,	55¢ per hour;
Compressor Man,	55¢ per hour;
Oilers,	50¢ per hour;
Firemen,	60¢ per hour;
Producer Firemen,	55¢ per hour .

Pumping Station

Engineer,	75¢ per hour;
Oiler,	55¢ per hour;
Fireman,	60¢ per hour;

Drag Line

Drag Line Operator,	85¢ per hour;
Fireman,	50¢ per hour;
Oiler,	50¢ per hour.

Brown Hoist

Operator,	85¢ per hour;
Fireman,	50¢ per hour.

Steam Shovel and Tractor

Operator,	85¢ per hour;
Craneman,	65¢ per hour;
Shovel Fireman,	50¢ per hour.

Trolley Men

Trolley Operator,	65¢ per house;
Flagman,	50¢ per house;
Pole Tender,	50¢ per house;
Night and Day Watchman,	60¢ per house.

Mining Department

Pit Foreman,	75¢ per hour;
Dam Foreman,	75¢ per hour;
Washer Man,	60¢ per hour;
Oilers,	55¢ per hour;

Motorman,	50¢ per hour;
Gunners,	50¢ per hour;
Suction Tenders,	50¢ per hour;
Dam Tenders,	50¢ per hour;
Track and Float Man,	75¢ per hour;
Other Labor not named in the above,	45¢ per hour.

Mill Department

Mill Foreman,	75¢ per hour;
Assistant Foreman,	65¢ per hour;
Oilers,	50¢ per hour;
Motorman,	55¢ per hour;
Fireman,	50¢ per hour;
Car Roller,	50¢ per hour.

Car Loader Dumps

Car Loader Dumps,	$ 75¢
50 and 60 capacity box cars,	1.50
70 capacity box cars,	1.60
80 capacity box cars,	1.75
190 capacity box cars,	2.00

Mechanical Department

Brick Mason,	85¢ per hour;
Machinists,	85¢ per hour;
Blacksmith,	85¢ per hour;
Pipe Fitters,	85¢ per hour;
Painter,	85¢ per hour;

Car Repairers, 85¢ per hour;

Carpenters, 85¢ per hour;

Foreman of the Mechanical Department to receive 90¢ per hour.

Article 6th.

Section 1. Nothing in this agreement shall deny or preclude the right of employees, either by themselves or through the Union, from taking up with the Company the question of unfair treatment or any matter not herein specifically agreed upon which may require adjustment.

Section 2. This agreement shall be in full force and effect for the period of one (1) year from the date of its adoption and thereafter until either party to this agreement shall give thirty (30) days written notice of their desire to terminate or change its condition."

(Which draft of proposed contract, consisting of four sheets, was marked"Exhibit 2, Witness Crough", and is returned with this record as part thereof.)

Mr. Crough: I would say, Mr. Chairman, that the company ignored this request for a conference. The employes did everything they possibly could to settle their differences locally with the company, and after using every possible means to do that and meeting with failure, they placed their case - filed their case with the National War Labor Board, asking them to try to make a settlement between the

company and its employes.

We claim particularly that the wage is inadequate, entirely too low, to meet the increased cost of living. The wages in the past year - I would say in the past three or four years having gone up but some 25 per cent when the cost of commodities, foods and clothing, in this particular district, has gone up in most cases from 100 to 300 per cent. It is impossible for the men, at the present wage, to buy the things for to keep themselves in good physical condition because of the low wages.

There are at this time working at the Armour plant the following men (reading):

(Exhibit 3.)

"Armour Fertz Works

NO. EMPLOYES.	NAMES OF CRAFTS	HOURS	PRESENT WAGES	WAGE DEMANDS
	Mechanical Department			
1	Machinist	10	60	72½
1	Blacksmiths	10	45	72½
	Boilermakers			
	Pipe Fitters			
1	Carpenters	11	45½	72½
1	Locomotive Engineers	11	34½	72½
	Painters			
	Bricklayers			
	Electricians			
	Armature Winders			
	Car Repairmen			
	Foremen of above Departments			

	Shovel Engineers Cranemen			
3	Firemen	11	24½	60
1	Chief Engineers	11	47	100
4	Operating Engineers	12	31-9/11 to 36-4/11	75
	Switchboard Operator Oilers Mill & Mine Foremen Yard & Weigh Masters			
2	Car Loaders Hazardous	11	23	75
3	Washermen	11	27-3/11 to 31-9/11	60
1	Gunners	11	25	50
	Suction Tenders Motormen			
20	Common Labor	11	23½ to 25	45
1	Track&Float Foreman	11	33½	75
	Trolley Operator			
1	Watchman	12½	27-3/11	60
3	Drag Line Operator		44½ to 47	80
	Brown Hoist Operator			

total 43"

(Said list, consisting of one sheet, was marked "Exhibit 3, Witness Crough", and is returned with this record as part thereof.)

Mr. Crough: I would say we are asking for an eight hour day because it is generally recognized all over the country at this time and as well recognized by other countries and European countries that eight hours should be the

regular workday and the largest concerns in this country at the present time are putting an eight hour day into effect in all their plants. The government, after making a complete investigation and study of working conditions have established the eight hour day as the rule for its employes. In all the mines of this country and Canada and Australia and other countries, the regular workday for men working in and around the mines, mills, furnaces and smelters is the eight hour day and every mining state of the West and Northwest and of the East where mining is the principal industry in those states, those states have an eight hour day on their statute books for men working in and around mines. The nature of the work being hazardous and the men having to work 12 hours in water and dust, it is detrimental to their health; and because of these reasons we believe that they should have an eight hour day.

We believe they should have time and a half because we believe when a man gives extra time he should be extra remunerated. While we do not believe in working over time, except in cases of actual necessity, yet we feel where it is necessary to work over time we should be entitled to and should get at least the rate that is paid by the United States Government.

We believe in collective bargaining because it brings peace into the district, creates more harmony between the

employer and employes, beaause the employes, while they feel that if they do a real day's work, a proper day's work, they will not be discharged, they know that their job will be continued. The employers know that by having a time agreement with their employes that agreement will be kept by their employes and respected by them, and that there will be no strikes or labor troubles during the time of that agreement. Consequently they know how much it would cost them to produce phosphate in a particular district, and would know for a stated period, and consequently would be able to contract that product several months ahead.

We deny the contention of the company in this case that they are giving free houses, water, lights, wood and fuel. We will put witnesses on the stand to show that they pay rent for their houses and part of them buy their fuel. I would like to call to the stand the committeeman from this company, Mr. Rowland.

-o-

J. L. ROWLAND,

called as a witness on the part of the complainants, testified as follows:

DIRECT EXAMINATION

By Examiner Raleigh:

Q. Are you an employe of this company?

A. Have been for the past eight years

Q. In what capacity?

A. Operating engineer.

By Mr. Crough:

Q. Do you live in a company house?

A. I do at the present time.

Q. Do you pay rent for it?

A. Yes, sir - ten cents a day.

Q. Ten cents a day. Is that held out of your pay?

A. It is.

Q. Every two weeks?

A. Every two weeks.

Q. Does the company supply you with wood or fuel?

A. No

Q. How do you get it?

A. If I get it, I have to buy it; but I have a gasoline stove.

Q. You buy it from the company?

A. Yes; they furnished the wood, that is cut off their land. Of course they pay a man to do that, and haul it and deliver it, but you pay them so much a stand. I cant state positively, because I never bought a stand of wood since I have been there; but I would buy here, it is $2.80 for a stand of wood at a hauling.

Q. So the contention of the company in this case that

they give your men free houses and free wood is not correct?

A. No, sir.

Mr. Crough: I have some envelopes here. One shows a total amount of $23.18 earned, and $21.18 for commissary with bond $2.00, making a total of $23.18; nothing left in the envelope. Would that commissary account mean that there would be some cash in there?

A. No, sirree. We have other ways of showing the cash drawn.

By Examiner Raleigh:

Q. Let me ask you a question, Mr. Crough. Is this a pay envelope, this that you have produced here?

Mr. Crough: Yes, sir.

Q. When you get a cash voucher, do you get a cash voucher just exactly like that paper (exhibiting a pink slip)?

Mr. Rowland: Just exactly like that paper.

Q. And that is not put in your commissary account?

A. No, sir.

Q. This commissary account is just groceries and -

A(interrupting). Whatever you buy at the commissary.

(The envelope read into the record by Mr. Crough was marked "Exhibit 4, Witness Crough", and is returned with this record as part thereof.)

(The pink slip above referred to was marked "Exhibit

5, Witness Crough", and is returned with this record as part thereof.)

Mr. Crough: Here is another envelope where the man worked two weeks and earned $27.17; deducted for commissary $21.92; and he had coming to him $5.25.

Here is another, total amount earned $30.06; deducted for commissary $25.06; Liberty Bond $2.00; making a total deduction of $27.06; leaving a balance of $3.00.

One for total earnings of $38.28; commissary $19.45; rent $1.40; sprs. $2.48; bond $4.00; a total deduction of $27.33; leaving a balance of $10.95.

One for $36.72; commissary $20.41; rent $1.40; sprs. $4.80; bond $4.00; total deduction $30.61; leaving a balance due him of $6.11.

Here is one with $28.96 earnings; commissary $24.73; deducted for rent $1.40; total deductions $26.13; leaving $2.83 balance; no, there is a Red Cross item there of $3.00, showing that he owed 17 cents.

Here is one at $15.24 earned; commissary $11.49; Third Liberty Loan $3.00; ~~leaving a balance of~~ making a total deduction of $13.49; leaving a balance of $1.75.

(The six pay envelopes above read into the record were marked respectively "Exhibit 6" to "Exhibit 11" inclusive, "Witness Crough", and are returned with this record as part thereof.)

Mr. Crough: These amounts for commissary dont include any cash advances.

By Mr. Crough:

Q. You think the wages paid out at that plant at this time are sufficient to meet the increased cost of living?

A. No, sir, I dont.

Mr. Crough: That is all, Mr. Chairman.

By Examiner Raleigh:

Q. Your name is Rowland?

A. Rowland.

Q. You have no pay envelopes here of Mr. Rowland, the witness, Mr. Crough?

Mr. Crough: No, I have not, Mr. Chairman.

Q. Mr. Rowland, did you furnish this cash voucher to Mr. Crough?

A. I did for the simple reason it was in the envelope without my knowing anything about it, when the envelope was given to me.

Q. Where did you get it from?

A. I got it from the envelopes signed by the same name.

Q. That is on that voucher of D. C. Smith, if I am not mistaken. Did Smith furnish you that, with the envelope?

A. He did, sir, but I dont think he knew the cash

voucher was in there, because I will tell you why. We seldom ever take them out of the envelope; but I wish to state right now that I am satisfied he furnished that cash voucher with the envelope.

By Mr. Crough:

Q. What is the general rule when you get cash, do you get one of those?

A. Yes, sir, have to sign one of those.

Q. Did you ever get one?

A. I have.

By Examiner Raleigh:

Q. ~~Xxxxxxxxxxxx~~ Have you got it with you?

A. No, sir, I have not.

Q. Have you ever had any money advanced, Mr.Rowland?

A. Yes, sir.

Q. Will you tellus about that, how you got them?

A. Well, I go to the office sometimes and if the cashier is in a good humor you can get it without any trouble at all; and if he is in a bad humor we generally go the superintendent and he generally always issues an order to the cashier to give us whatever we want. Of course we have the time in.

Q. Is there any interest charged?

A. Not one cent.

Q. I notice on the pay envelopes of the company there

is first a statement of the amount earned - that is, the amount of money due you?

A. That is the total amount earned.

Q. Then there is a space for an entry deducted for board. What is that?

A. Yes, sir; they run a boarding house themselves.

A Voice: For single men. They run a boarding house; that is, they furnish the cook and pay the cook and buy the provisions themselves for the single men or batchelors like myself at the present time.

Q. What do they charge for board?

A. The last time I boarded there, which was five years ago, it was $4.15, which made a total of $9.00 every two weeks. At the present time I cant say what it is because I have not boarded there for a little over ~~xxxxx~~ five years.

Q. You dont know whether there is any difference between the prices charged five years ago and the price charged now?

A. I do not.

Q. Now, there is a space left here for an entry deducted for commissary, $20.41 in this case?

A. Well, that is the commissary account; no mistake. Just what is taken out. Going to show there is no cash slip in the envelope.

Q. Did you ever buy any merchandise at the commissary?

A. Yes, sir; but my wife nearly always done the trading and I cant give you much dope on that, because she is dead at the present time. I left that to her.

Q. You dont know whether the prices are different?

A. As near as I can tell they are practically the same, so far as I know, as in the surrounding towns.

Q. So far as you know?

A. Yes, sir, so far as I know.

Q. Then there is a space here, deducted for rent, $1.40?

A. That is ten cents a day - 14 days.

Q. Then there is a space here deducted for Gibson & Worth; what is that?

A. Well, at Swifts, which is about amile from there, the commissary awhile back, and I cant say how many months ago, was run by Gibson & Worth. If a negro wanted to trade at Gibson & Worth he could go to the office and buy a check - I cant explain that to you very thoroughly because I am not acquainted with it very much; but if he wanted a five dollar check he bought it. Issued to him out of the Armour office if he had the time there to cover it, and he taken that check and went to Gibson & Worth and bought whatever he wanted to and then it was deducted out of his time; it showed on his envelope there for Gibson & Worth.

qx

Q. So that a man who didnt have sufficient money to finance himself had a chance of purchasing materials and merchandise at one of two places, either at the company's commissary or at Gibson & Worth's commissary at the Swift plant?

A. He did.

Q. Is that correct?

A. He did; and I wish to state here that that was mostly negroes. White men didnt do it. White men were well enough acquainted at Gibson's or if they wanted to they could run an account. Very few of them would.

Q. You say you pay ten cents a day for your house?

A. Yes, sir.

Q. What kind of a house is it?

A. Counting a little pantry room about four by six it is a five room house. If you dont count that, it is a four room house.

Q. A wooden house?

A. Yes, sir.

Q. With ceiling?

A. Sealed on the inside.

Q. What are the four rooms?

A. One we use for a front room, that gives two bed rooms and kitchen that you just can get a good sized wood stove in, - a very small kitchen, very unconvenient

kitchen.

Q. Have you a bath room?

A. Have not. If I want to take a bath I have got a wash tub.

Q. Got running water in the house?

A. There is not.

Q. ~~Xxxxxxxxx~~ After you get the wash tub, what do you do?

A. Go out to the pitcher pump and get water and put in it.

Q. How far is the pitcher pump from your house?

A. Right at the back door step - right at my house and right under the eaves of the house; no protection whatever at the present time. If it is raining I have got to stand in the water.

Q. Any toilet facilities in the house?

A. None whatever.

Q. What are they?

A. Back yard right at the back fence; just about as near as I can get at it, 50 or 75 feet from the back door.

Q. What kind of a toilet is it?

A. Open.

Q. Whose duty is it to clean it?

A If anybody's duty, I dont know. If you need it cleaned you clean it yourself, unless a hog comes along and stirs it up. I have been there eight years and never seen one of them cleaned out yet only by the parties living in

the house and using the toilet.

Q. Well, if you wanted wood, what do you do?

A. Go to the commissary and tell him I wanted it - a stand of wood or a cord of wood, whichever I needed; and if they have time they will deliver it.

Q. What do you mean by if they have time?

A. They have only one team that is a hired team of mules, and that team hauls coal and material to the carpenters and wherever he is needed, and sometimes he is in a rush and just dont have time to do it and keep their end of it up.

Q. Do you know what a stand of wood costs retail in the open market?

A. I dont. I used to know what it was 12 years ago when I cut it myself; but I cant say what it is at the present time.

Q. If you ordered this wood and it was delivered to you would there be a deduction on your pay?

A. Yes, sir - show on that envelope.

Q. Under what space would it be shown?

A. Always shows in pencil mark, pencil right here (indicating).

Q. A separate notation?

A. A separate notation.

Q. Marked "wood"?

A. Wood - w-o-o-d, wood. There ought to be one there showing.

Q. These envelopes represent the earnings for two weeks?

A. They do.

Q. Do you know D. King?

A. I do. He is a negro.

Q. Total amount earned on D. King's envelope for the two weeks ~~xxx~~ of 10/26/18, $30.06; deducted for commissary $25.06; for Liberty Bond $2.00; Red Cross $1.25. Amount in envelope $3.06, with a ring drawn around it. Does that mean that that man had that coming or that he owed $3.00 to the company?

A. What is that ring - drawn in pencil mark?

Q. Yes.

A. I dont understand that. He may have done that himself.

Q. You say you are a widower?

A. Yes, sir; my wife died the 2nd day of this month.

Q. Any children?

A. Two.

Q. Living with you in this house?

A. They are at the present time or was up until I left.

Q. How old are they?

A. The oldest one is a little over four years - four

years the 14th of last May; and the youngest one I have got to count her age; let's see, she was a year old the 4th of September.

Q. That is sufficient. A year old on the first of September.

A. Fourth of September.

Q. Neither of them is of school age?

A. No, sir.

Q. Where do the children of the employes of this mine go to school?

A. At S wift's.

Q. How near are they to school?

A. Just about one mile from one plant to the other and the school house is about 75 or 80 yards from there.

Q. Is that a school for white children?

A. Yes, sir.

Q. Is there a school for colored children also?

A. If there is, I have never seen it.

Q. Where is the school for colored children?

A. I think there is one at Holman, Florida; but I wont say.

Q. How near is that?

A. Between four and five miles; cant get there by road; you have to go around some people's farms and so on and it is somewhere between four and five miles from Swift's.

Q. You say five miles from Swift's?

A. Yes, sir.

Q. Would that make it three miles or four miles from Armour's?

A. Make it six. Armour's is still further west.

Q. How many hours a day do you work?

A. I work from 12 to 13 and sometimes 18. I can explain that, if you want me to.

Q. I wish you would.

A. I am operating engineer. We use the Hicks and Wise(?) engine - oil engine. The engineerthere has to get out in time enough to get the balls on this engine hot to generate, get the balls hot enough to start; and xxxxx have her ready to go to operating when the bell rings for working time. They allow us one hour for that, provided we make it. We can go out one hour before work time and that is punched on automatically and then go on and get our engines ready.

Q. Are you paid extra money for that one hour?

A. Paid straight time. Then that evening when the bell rings for knocking off time, I will state now that mine is different from any other x in the country; that mine is on a different principle. If there is a car in front of the gun, and only one empty car on the sidetrack, that car in front of the gun must be cleaned out before we start, so

that next morning they will have two empty cars to go to the pits or cuts. We call them "cuts". So the excavator can load. We will have then a car to start on the next morning. There is times we run 30 minutes after the bell rings to clean these cars out; and there is other times we can stop when the bell rings; but operating an engine there will average 12 hours a day.

Q. What time do you get up in the morning?

A. Four-thirty at the present time, when we changed time last summer, why, I got up a little later; of course the same hour, but a little later.

Q. What do you do after you get up?

A. Get up and put on my clothes and go punch this lock and go down and get this engine ready.

Q. You dont have you breakfast before you start?

A. No, sir; my breakfast is brought to me.

Q. Do you have a lay off for lunch?

A. If everything is running all right, I can sit down and eat; and if not, if the engines are running hot and giving me trouble, why, I have to eat it on the run.

Q. Lunch is brought to you?

A Yes, sir.

Q. Brought to you the same time as your breakfast?

A. No, sir. I get that warm, too, provided I can sit down and eat it on time; but if I am in trouble -

Q(interrupting). What time do you quit work?

A. Approximately -

Q(interrupting). If the car is empty at the gun?

A. If the cars are empty at the gun - at 5.00 o'clock.

Q. At 5.00 o'clock. Then what do you do?

A. Shut my engine down, go by and the offices and punch the clock and go on home.

Q. What time do you get home?

A. Well, if I walk real fast I can get to the house ten minutes after I leave the engine room.

Q. What time do you usually get to bed?

A. Well, that's optional with myself. I generally go to bed at 8.00 or 9.00 o'clock.

Q. How much sleep do you require?

A. Well, I am pretty sleepy headed, if I havent anything to keep me up. Eight hours, I can get along on that. I have got along on less.

Q. Who looks after the children when you are away?

A. At the present time one of my sisters and my wife's sister is looking after the children.

Q. What are your wages?

A. Four dollars a day.

Q. That is for 12 hours?

A. No, sir, 11 hours - 11 hours is the working day at that mine.

Q. And then you get the extra hour's pay?

A. I get paid for the extra time at the same rate and on Sunday.

Q. Does that make it an extra hour?

A. No, sir; I get $4.00 for 11 hours.

Q. But you always get in an extra hour?

A. I will average an hour every day that we run; but when we shut down then I get 11 hours.

Q. How much pay was in your pay envelope for the last two weeks?

A. I dont really know, because I was stretched on the flat of my back with the flu when the envelope was brought to the house and my wife signed the pay slip and received the envelope.

Q. How about the two weeks prior to that? Do you know that?

A. I think I do.

Q. Tell us, please?

A. As well as I remember it now, it was right close to $30.00.

Q. Did that represent a full two weeks?

A. No, sir; there was a reduction for the commissary and store account taken out and a Liberty Bond.

Q. After you had paid your commissary, your rent, your Liberty Bond, you received in actual cash for the two

weeks' labor $30.00.

A. As well as I remember. Now, I have received more than that.

Q. Now, did that commissary account include clothing or any food or shoes?

A. No, sir; all the clothing in - whenever it does represent clothing, it is for a pair of overalls or a jumper for myself. That's all the dry goods they carry - is overalls or jumpers.

Q. So if you get clothing or shoes, you get it from some place else?

A. Get them some place else, yes, sir.

Q. Have you been able to save money on this salary?

A. I have not since the United States went to war. I have not saved nothing only in my Liberty Bond.

Q. How many Liberty Bonds have you bought?

A. I bought one in the first issue and one $50.00 bond, I have it at the present time; and I bought one in the third issue and bought one in the fourth issue.

Q. Have you paid for them?

A. No; the last two, a hundred, I Hooverized and saved that much for the government. I will tell you now I hooverized - my wife would not get me a thing to eat for supper only what was left from dinner. That's one reason why that I was able to draw that much money, because

she was a very close housekeeper.

Q. You mean she obeyed all the regulations as to food?

A. By the Food Administrator, yes, sir, and tried to make both ends meet and they just had to meet; and if they didnt meet, why, sometimes she cut down on the ~~xxxx~~ rations. We tried to follow what the government requested in the way of Hooverizing and ate corn bread and black eyed peas and beans until they like to have burned me up.

Q. Now, were you a member of the committee of employes which requested a conference with your employer?

A. I was.

Q. Will you tell us about that?

A. Mr. Rickman refused.

Q. Who is he?

A. He refused to meet the committee as a whole.

Q. How do you spell his name?

A. R-i-c-k-m-a-n - I believe; but he called me into the office.

Q. Now, one moment, Mr. Rowland. You say he refused to meet you. How did you make the request upon him?

A. A copy of this contract was mailed it, and he received it in the mail.

Q. You mailed him a letter which has been read by Mr. Crough into the record?

A. Yes, sir; and a copy of a contract.

Q. Then what happened?

A. I dont know whether he called me into the office the day he received it or not; but he called me into the office and asked me whether that was my signature. I said it sure was. He said, "Well, I didnt much think it was." And I told him it sure was; and I says, "If you want to talk to me about this, you will have to receive the other committeemen." He says, "Well, I will not recognize the committee, but I want to talk to you personally, man to man." "Well," I says, "I cant do that." He went ahead and stated -

Q(interrupting). Are you sure of the words that he used that he would not recognize the committee or not recognize the union?

A. He didnt say nothing about that. He said he would not meet the committee.

Q. Was this a committee of the employes of this plant?

A. It certainly was at the time.

Q. Every man on it was an employe?

A. Yes, sir

Q. Did he say anything else?

A. Yes, sir. He said he would meet us man to man personally.

Q. What?

A. He said he thought we were all a very well satis-

fied bunch of men until that time. And I told him, I says, "Then you are mistaken. There has been a lot of dissatisfaction on the job." He says, "Well, why didnt you come to me and ask for an increase in that way?" I said, "I didnt know whether we would get it or not." He said, "Well, I would have recommended the Chicago office to increase your wages." I said, "How much?" He said, "About ten per cent."

Q. Any other conversation?

A. None. That's all, as well as I remember.

Q. And you left?

A. Oh, yes; we parted friends; had no hard feelings at all.

Q. Did you notify any of your superiors at this plant that you were going to attend this proceeding?

A. I told my chief engineer I was coming.

Q. Was there any objection or protest made?

A. There was not. I wish to state right now I did not know I was coming until 11.30 that day, because a man in the condition I was in, I told the boys I didnt see how I could come and leave my baby in the condition it was in - it also had the flu.

Q. Your wife died with the influenza?

A. Yes, sir.

Q. And the baby was also sick?

A. Yes, sir.

Q. And you also?

A. Yes, sir; and I was lying in bed when I received this notice from Washington and I did not answer it at all. I was so sick I didnt hardly notice it when I received it. It states there to answer it right away.

Examiner Raleigh: Mr. Meredith?

Examiner Meredith: No, sir.

Examiner Raleigh: Mr. Clapham?

Examiner Clapham: Nothing.

Examiner Raleigh: Mr. Crough?

By Mr. Crough:

Q. Do you know what instructions the union officials gave to the men belonging at that plant in regard to staying on the work?

A. Yes, sir. They said not to strike; to keep the thing jogging and keep moving.

Q. Did they tell you men that you could have your grievances adjusted by the War Labor Board and tell them that was the best way to do it, and not to go on any strikes or create any labor disturbances?

A. Certainly did.

Q. So the contention of the company in this case that the union officials and outside agitators are responsible for these demands and the conditions there is not true?

A. Not at all.

By Examiner Raleigh:

Q. Let me ask you another question. You say you pay rent for your house, and if you want wood, you are obliged to pay for that? Do you pay for light?

A. Yes, sirree, buy kerosene - kerosene light.

Q. There is no electricity installed at that plant?

A. No, sir.

Q. Or gas?

A. Or gas There is electricity at the mine, but the mine dont operate at night. They have a small dynamo there for repair jobs at night.

Q. Well, would you need illumination in the day time?

A. No, sir.

Q. So that the only method of illuminating this house is either by lamp or candle?

A. That's all.

Q. No gas or -

A(interrupting). No gas or electricity at all.

Q. And you buy the kerosene for the lamps?

A. I do.

Q. Is water furnished free?

A. They put you down a pump; if you get the water you pump it yourself.

Q. But it is free?

A. So far as it is free, they dont charge nothing except for ten cents a day house rent.

Q. Did you ever hear any explanation made by the company as to why they charge that ten cents a day?

A. I have been told that it was to defray the expenses of the investment on the house; in other words, to pay interest on the money invested in the house.

Q. Do you work six or seven days a week?

A. I work seven days a week if necessary.

Q. How often is it necessary?

A. Up until last February the 22nd I worked every Sunday for nearly four years, excepting seven.

Q. What rate of pay did you get for that Sunday work?

A. Straight time.

Q. The same rate of pay you got for week days?

A. The same.

By Examiner Meredith:

Q. How many men work in this plant?

A. As nearly as I know, 43.

By Examiner Raleigh: Mr. Crough?

Mr. Crough: That is all.

Examiner Raleigh: Any questions of this witness, Mr. Turner?

Mr. Turner: No.

(Witness Excused.)

C. F. KISTNER,

called as a witness on the part of the complainants, testified as follows:

DIRECT EXAMINATION

By Mr. Crough:

Q. You live in a company house?

A. Yes, sir.

Q. Pay rent for it?

A. Yes, sir.

By Examiner Raleigh:

Q. One moment, first, please. You are employed by this company?

A. Yes, sir.

Q. In what capacity?

A. Machinist.

Q. Employed there now?

A. Yes, sir - I was when I left.

By Mr. Crough:

Q. Do you have to pay for wood?

A. Yes, sir.

Q. And lights?

A. Yes, sir.

Q. Buy your own kerosene?

A. Yes, sir.

Q. Does the company furnish a lamp to burn it in?

A. No, sir.

Q. Buy your own lamps, too?

A. Yes, sir.

Q. The contention of the company in this case that they furnish the house, fuel and lights free is not correct then?

A. It is wrong.

Q. Do you think the men at this plant are getting sufficient wages to meet the increased cost of living?

A. I do not.

Q. Do you know what the instructions of the union officials were to the men at that plant - to the union men?

A. Yes, sir; to stick on the job.

Q. How did they tell them they would settle any grievances that might be between them and the management?

A. Have to go to the National War Labor Board.

Q. If they could not settle them locally?

A. Yes, sir.

Q. The union advised the men against striking?

A. Yes, sir.

Q. Especially during the war period?

A. Yes, sir.

Q. They told them first they should be patriots and good citizens?

A. Yes, sir.

Q. And next trades unionists?

A. Yes, sir.

Mr. Crough: That is all, Mr. Chairman.

By Examiner Raleigh:

Q. You say you live in a company house?

A. Yes, sir.

Q. What do you pay for it?

A. Ten cents a day rent.

Q. What kind of a house is it?

A. It is a four room house.

Q. Are you a married man?

A. Yes, sir.

Q. Any children?

A. No, sir.

Q. What do you use the four rooms for?

A. I use one for a bed room and one for a sitting room and a dining room and kitchen.

Q. Are there any toilet facilities in there?
A. No, sir.
Q. Where are the toilets?

A. They are out back at the end of the lot possibly a hundred feet or so - open toilets - no screens.

Q. Whose duty is it to clean the toilets out?

A. I dont know. I clean mine out every week.

Q. You clean yours?

A. Yes, sir.

Q. When do you do that?

A. Saturday after supper.

Q. You get thru earlier on Saturday that other days?

A. No, sir.

Q. Then after your day's work, and after your supper?

A. Yes, sir.

Q. You clean the toilet?

A. Clean the toilet - once a week.

Q. What do you do with that waste?

A. Bury it - dig a hole and bury it.a foot and a half or two feet in the ground.

Q. Have you a bath room in your home?

A. No, sir.

Q. What do you do about bathing?

A. Use a tub.

Q. You mean a wash tub?

A. Yes, sir.

Q. Not a bath tub?

A. No, not a bath tub, no, sir.

Q. How do you get the water for it?

A. Have a pump right on the back porch in connection with the kitchen - a pitcher pump. It is not flowing water.

Q. How is the ten cents a day paid by you?

A. Taken out of pay envelope every two weeks - $1.40.

Q. Have you one of those envelopes here?

A. I dont believe I have; I dont think so - havent any of mine, no.

Q. Do you know if any employes of this plant get their rent free?

A. No, I do not. Yes, I do, too - I beg your pardon - the negroes.

Q. The negroes?

A. Yes, sir.

Q. Get their rent free?

A. Yes, sir - pretty near made a mistake.

Q. How many houses are there for the negroes?

Mr. Rowland: I forgot about that.

Examiner Raleigh: Well, you can come back on the stand again, then.

A(continuing). There are ten houses for the negroes, - and ten houses and two bathelor quarters.

Q. How many married negroes are employed here?

A. I couldnt tell you that; nearly all married.

Q. How many married negroes are there employed?

A. I couldnt answer that.

Q. Do you know if there is more than ten?

A. Oh, yes, there is more than that.

Q. More than twenty?

A. Yes, sir, there are more than - not more than twenty married.

Q. More than fifteen?

A. I cant say that close.

Q. Do you know if there are any negroes who are married for whom the company has no house vacant?

A. I dont. They house them all.

Reporter Barnett: What is that?

A. They house all the negroes.

Q. Do any white employes get their house furnished free?

A. Not that I know of, they do not.

Q. Do you buy wood from the company?

A. Yes, sir.

Q. What do you pay for wood?

A. Two dollars - last winter I paid $2.08 a load. I dont know how much it was.

Q. Two dollars and eight cents a load?

A. Yes, sir.

Q. How much is there a load?

A. Well, I dont know that. I remember I bought three times last winter and paid $2.08 each time.

Q. You have bought none since?

A. No, sir; the only time I use the wood - I had a kerosene stove for summer.

Q. How did you pay for that wood?

A. Through the commissary; took it out thru the

office, made a notation on the envelope - on my envelope in lead pencil "wood".

Q. Do you or do you not know what wood brought in the open market, the same quantity would have brought - the same quantity?

A. I believe it was $2.50 if I remember right.

Q. So that there was a financial benefit, if wood had to be bought, in buying it from the company?

A Yes, at that time; I dont know how it is now.

Q. Is there any electricity in your house?

A. No, sir.

Q. Any gas in it?

A. No, sir.

Q. How do you illuminate your house?

A. With coal oil lamps.

Q. Do you have to buy kerosene?

A. Yes, sir.

Q. Where do you buy that?

A. At the commissary.

Q. How do you know that money is deducted for kerosene?

A. It is not in my envelope. We pay cash. My wife pays cash.

Q. And you pay cash for the kerosene?

A. Yes sir.

Q. What is your pay?

A. About $36.00 a week.

Q. What does your account at the commissary run?

A. We havent any account; but I think it would run about $2.00 a day - well, between twelve and fourteen dollars a week.

Q. Would that include this ten cents a day for rent?

A. No, sir.

Q. When you pay your commissary bills and your rent and all your other living expenses, do you have any surplus at the end of the two weeks?

A. Not very much after paying up on Liberty Bonds and Red Cross, etc.

Q. How many Liberty Bonds did you buy?

A. Three.

Q. Of what denominations?

A. Of $50.00 apiece.

Q. How much are you paying on Red Cross?

A. $25.00.

Q. In what installments?

A. $5.00.installments.

Q. Five dollar installments; how often? Every 2 weeks?

A. No; every month, I believe it is. I have one more payment to make to finish out the contract or pledge, rather.

Q. After you make those payments, what is your sur-

plus of your earnings after you pay for your food and your rent and your Liberty Bonds installments and the Red Cross installment, - have you a surplus?

A. I have; but not very much.

Q. About how much?

A. I couldnt tell you just exactly now.

Q. Are you one of the best paid men in the works or are you an average?

A. Why, yes - one of the best paid men.

Q. How does your pay compare with the pay of the common labor?

A. Two dollars and a half a day they get - 11 hours.

Q. Were you one of the members of the committee that requested to have a conference with the company?

A. No, I was not.

Q. How do the commissary prices charged here compare with the prices charged in outside stores?

A. Well, they are practically the same; they are sometimes a little cheaper at Ft. Meade.

Q. Is the commissary owned by the company or is it run by -

A(interrupting). Owned by the company, I understand.

Q. Owned by the company?

A. Yes, sir, so I understand.

Q. What time do you go to work in the morning?

A. 6.30.

Q. What time do you get up?

A. Just an hour before - three quarters of an hour before.

Q. ~~Rxxx~~ Dress and have your breakfast?

A. Yes, sir.

Q. And then go to your work at 6.30?

A. Yes, sir.

Q. How much time do you have for lunch?

A. Thirty minutes.

Q. Do you have opportunity to go home to get lunch?

A. Yes, sir.

Q. And get back to work in time to start again when the whistle blows?

A. Yes, sir.

Q. Then how late do you remain at work?

A. Until 5.00 o'clock.

Q. What time do you retire?

A. About 9.00 o'clock - from 9.00 to 10.00.

Q. What do you do with those four hours between 5.00 and 9.00?

A. Rest.

Q. Are you tired?

A. Yes, sir.

Q. At night?

A. Yes, sir.

Q. Do you ever go out to social affairs?

A. No, sir; dont have time. You see, we work night and day and Sunday.

Q. You mean to say that your life consists in getting up and going to work -

A(interrupting). Principally.

Q. And going home a half hour for lunch and going back to work and after work resting for four hours and then going to bed again?

A. Yes, sir.

Q. That is your life? Is that correct?

A. Yes, sir. Once in awhile I go to town Saturday night.

Q. How far is the nearest doctor to this mine?

A. Ten miles.

Q. Ten miles?

A. Well, let's see, might be - Pierce, I believe, or Mulberry is seven miles - well, seven miles is Pierce, I believe that is the nearest doctor. The worst road, tho.

Q. Do you know of any men being hurt or injured while working in this mine?

A. I have not.

Examiner Raleigh: Mr. Meredith?

Exa Miner Meredith: Nothing.

Examiner Raleigh: Any other questions, Mr. Crough?

Mr. Crough: No, no more.

Examiner Raleigh: Do you wish to ask this witness any questions, Mr. Turner?

Mr. Turner: No, sir.

(Witness Excused.)

-o-

J. L. ROWLAND,

recalled as a witness on the part of the complainants, further testified as follows:

By Examiner Raleigh:

Q. Now, will you tell us about that?

A. How many houses?

Q. Yes.

A. There is 18 white houses.

Q. How do you know that?

A. Because I counted them. I wish to state here that 14 of those white houses are in the white quarters - one of them is in a grove - there is an orange grove that we are mining at the present time. I judge it is three quarters of a mile from the office. Another one of these houses is situated on the company's land on ground that is mined and leveled up - and approximately the same distance the other house is in the grove. These houses in the white

quarters, there is one boarding house with batchelor hall or apartment house consisting of six rooms for the white batchelors and the rest of the houses are occupied by the families. In the negro quarters - there are two separate negro quarters - there are eight dwelling houses in one part and one boarding house and two batchelor halls or apartment houses in the other.

Q. Do you know the rate per week charged in the ~~white~~ boarding house?

A. I think five years ago, or approximately five years ago -

Q(interrupting). I would like to have those figures five years ago and the figures today?

A. Well, I cant tell you today because I have not boarded there lately. I have not boarded there in the past two years - past two years I believe it is since I boarded there for a week or two when my wife was gone to visit her people or something like that; as well as I remember it was two years ago when she was off on a visit. It was the same thing that it was five years ago.

Q. How much was it?

A. Four dollars and fifty cents a week or nine dollars for the two weeks. Hold on - I have made a mistake. It was $4.55 for one week and $9.10 every two weeks.

Q. Do you know whether the negroes are charged the

same rate as the whites?

A. I dont; I understand they are charged cheaper board, but I cant say.

Q. Do you know whether it is of the same quality of food?

A. I cant say that either.

Q. Now you testified that your wife had influenza and your child had it and you also had it. Under what conditions did you get medical attention?

A. Well, whenever I called up the doctor - I paid him myself - I have not paid him yet.

Q. How do you get a doctor?

A. By phoning for him.

Q. Where did you phone?

A. To the office.

Q. To the office of the company?

A. Office of the company, yes, sir.

Q. Then what did the company do?

A. They dont charge for telephoning to Bartow, but if you use long distance you pay that.

Q. How far is that?

A. Bartow?

Q. Yes.

A. Approximately 9½ miles.

Q. In response to the notification of the company did

the physician come?

A. The company did not call him personally. I called him personally.

Q. You called him?

A. Well, I did not call him. I was down in bed. One of my friends there, Henry Perry(?).

Q. When did he call him?

A. I was taken sick on the 13th, and there was a doctor in the quarters at the present time - I was sick and at that present time he came in the quarters that evening attending another family that was sick with influenza and I called him in; but his medicine did not seem to do me any good, and I think my wife got frightened and said she did not want him then any more; and so she had another doctor called from Bartow, the 15th it was, as I remember it now. That was a day after - two days after I taken to bed. I was taken to bed on the 13th.

Q. You were the first one of your family to become ill?

A. Yes, sir, I was.

Q. And this doctor called every day?

A. Yes, sir, called every day to the best of my recollection.

By Examiner Meredith:

Q. What did he charge?

A. I really dont know what he does charge, - between

five and seven dollars.

Q. And he has to come nine miles?

A. Well, he might get there under nine miles; but it is approximately 9½ miles.

By Examiner Clapham:

Q. The houses that the employes have, do they have a garden attached.

A. One has a garden.

Q. One?

A. Yes.

Q. Dont have any land that you could use -

A(interrupting). Oh, yes, there is a large lot, larger than this room; but the average one of them you could raise a fuss in. It is too poor.

Q. I thought that you would have so much phosphate?

A. Phosphate is all right, a little of that is necessary with ingredients put with it and it is fertilized; but you dont get that phosphate anywheres but from ten to fifteen feet and twenty feet underground and the hard clay on top of it.

By Examiner Meredith:

Q. Do you know of any family that raises their own vegetables?

A. No, sir. At the lower end of the mine is a hummock, - a very low hummock. You can always take a

garden off of that.

Q. Now the boarding house, who runs that?

A. It is run by the company. They pay the cook and furnish the provisions. That is the white boarding house. I cannot say about the negroes.

By Examiner Raleigh:

Q. When you were living in the boarding house were you served a certain quantity or get all you wanted to eat?

A. It was on the table and I helped myself.

Q. You got all you wanted until you were satisfied?

A. Yes, sir; I have got no kick coming at all on that. Sometimes myself and the boarding house mistress would have a falling out about something that I said that she didnt like.

By Examiner Raleigh: Mr. Crough, have you any questions?

Mr. Crough: No.

Examiner Raleigh: Any questions of this witness at this time, Mr. Turner?

Mr. Turner: No, thank you.

Mr. Crough: That is all in this case, Mr. Chairman, except that we ask that any award that would be given date back to September the 6th, the date that this complaint was filed with the National War Labor Board.

Examiner Raleigh: Mr. Crough, do you want to bring out in the testimony as to the working conditions here?

Mr. Crough: No, sir; I have closed the case with the testimony that is in.

Examiner Raleigh: You have no testimony about the wet pits and working in the mud?

Mr. Crough: Not in this case, Mr. Chairman.

Examiner Raleigh: Do you wish to make any statement as to the relations of phosphate to the war?

Mr. Crough: I will say that it was declared to be a war essential industry of the fourth class by the War Industries Board. The company itself said that phosphate was a war essential industry, and they got fuel because of the claim that it was a war essential industry.

Examiner Raleigh: Mr. Turner, you have filed a statement in this case?

Mr. Turner: Yes, sir, - the same as in all the others

Examiner Raleigh: Do you wish to make any statement in addition to that at this time?

Mr. Turner: No, sir.

Mr. Crough: I wish to file the same reply, Mr.Chairman.

Examiner Raleigh: You have presented all your testimony, Mr. Crough?

Mr. Crough: Presented all our testimony,Mr.Chairman.

Examiner Raleigh: We shall close this case.

(Thereupon, at 11.30 a. m. of this Thursday, December 12th, 1918, this case was closed.)

-o-

690 International Agr. Corp.

Transferred to Filing Case

Date.....

general
Inter Agri Corp
Prairie Pebble

Rand Visible
Patented Jan. 14
Made
The Ra
North Ta
New York Boston
Philadelphia
Chicago

Original Complaint
(Employees)

EMPLOYEES

vs.

INTERNATIONAL AGRICULTURAL CORPORATION,

MULBERRY, FLORIDA.

Docket No. 690.

Name and address of complainants: Paul E. Eve, T. A. Cason, D. E. Colding, Authorized Committee.

Representing: Employees of International Agricultural Corporation, Mulberry, Florida.

and others similarly situated and with like grievances:

How many employees are affected? (a) Male 400 (b) Female

What classes of employees are affected? Skilled and Unskilled.

Name and address of firm or corporation against whom complaint is directed: International Agricultural Corporation, Mulberry, Fla.

State how the business affects the conduct of the war:

Considered an essential War Industry.

State grievances, if any, relating to -

1. Inadequate wages: Wages inadequate to meet living expences.

2. Hours: Eighty five percent of workers work twelve hours, fifteen percent including mechanics work ten hours per day.

3. Discrimination: R. H. Mayo Operating Engineer, discharged October 11th, 1918, for requesting that oiler receive customary overtime for extra work, previously informed that his Union affiliation was not desirable, his discharged caused walkout of several at Power Plant. Plant Mgr. refuse to meet committee, causing shut down of mines, men requested to return to work by Union official on October 16th, employment refuse R. H. Mayo and four other who walked out at Power Plant.

4. Violation of existing agreements:

5. Collective bargaining: Employers refuse to meet committee of employees.

6. Actual or threatened lockout: Discharge of Engineer at Power Plant, refusal Manager to meet committee; cause lockout of three hundred and fifty (350) men from October 11th until October 16th. Mines have partially resumed aperations.

7. Working conditions:

8. Any other violations of principles of National War Labor Board: Managers held meetings of employees to induce them to quit membership in organized labor.

Have your grievances and demands been presented to Employers? Yes.

If so, when? August 16th, 1918.

What steps have been taken to adjust the grievances complained of?

Committee of employees requested conference with employer, employers refused conference, also refused mediation of U. S. Department of Labor.

See below

What was the result?

Grievances submitted by employees to National War Labor Board September 6th, 1918.

If demands are granted, award will be effective as of date of filing this complaint, unless there are grounds for a different date.
Believe award should be effective from date of original filing September 6th, 1918.

Mulberry, Florida, Oct. 11th, 1918.

Mr. C. C. Martin,
City.
Dear Sir:

The undersigned Committee appointed by Mulberry Mineral Workers Union, Employees of Prarie Pebble Phosphate Company request a conference with you October 12th at Noon for the purpose of adjusting grievances arising at Deisel Power House.
Kindly notify us at our respective stations.

Respectfully yours,

E. L. Hall
G. D. Whidden
R. H. Cason
Committee.

DEMANDS:

An eight hour day with pay at the rate of time and one-half for over time, double time for Sunday and holidays.

The right to collective bargaining through chosen representatives, and discrimination against union men to cease.

WAGE SCALE

Mechanical Department				
Machinist	72 1/2	per	hour	
Boilermakers	"	"	"	"
Blacksmiths	"	"	"	"
Pipefitters	"	"	"	"
Carpenters	"	"	"	"
Locomotive Eng.	"	"	"	"
Painters	"	"	"	"
Bricklayers	"	"	"	"
Electricians	"	"	"	"
Armature Winders	"	"	"	"
Car Repairmen	"	"	"	"
Foremen of above Depts.	80		"	"
Shovel Eng.	80		"	"
Cranemen	65		"	"
Chief Engineer	1.00		"	"
Operating Eng.	75		"	"
Switch Board Opra.	60		"	"
Oilers	60		"	"
Mill & Mine Foremen	75		"	"
Yard & Weigh Masters	75		"	"
Car Loaders Hazardous	75		"	"
Washermen	60		"	"
Gunners	50		"	"
Suction Tenders	50		"	"
Motormen	50		"	"
Common Labor	45		"	"
Track & Float Foremen	75		"	"
Trolley Operator	65		"	"
Watchmen	60		"	"
Firemen	60		"	"

Signed at Mulberry State of Florida on the 28th day of October, 1918.

Paul E. Eve,
T. A. Cason,
D. E. Colding.

(To be signed by complaining employees or authorized representatives)

PRAIRIE PEBBLE PHOSPHATE COMPANY,
MULBERRY, FLA.

Prairie

691-a,

" OFFICE OF ASSTSTANT GENERAL MANAGER "

Prairie, Fla. July 22nd.1918.

All Concerned.

Hereafter no one who has been discharged from the service at any previous time must be reemployed.

White men must not be employed by any one or promised employment before submitting their reference, which must include a recomendation from their last employers to this office or to the General Manager.

Yours very truly,

A. G. M.

National War Labor Board
Received File Room
SEP 16 1918
Gen'l File.....Case No. 438
No..... Class.....

haf/bhg

2

JOS. HULL
President.

S. B. FLEMING,
Vice President.

ALBERT FRENCH,
Vice President.

J. J. WATSON, JR.,
Vice President.

F. A. BOARD,
Sec'y & Treas.

PRAIRIE PEBBLE PHOSPHATE CO.
MINERS SHIPPERS
LAND PEBBLE PHOSPHATE

61 BROADWAY
TELEPHONE RECTOR 9996
New York, N.Y.

691-9

Mulberry Fla. August 26, 1918.

ALL EMPLOYERS

Prairie Pebble Phosphate Co.

Our Officials realize that living conditions at this time warrant an increase in wages and they are now considering the question in all its phases and will decide at as early date as possible, the increase they feel justified in making.

Any increase granted will be effective September 1st, 1918.

In all other respects this plant will continue to operate as heretofore.

Yours very truly,

H. A. Ford,

Ass't. General Manager.

National War Labor Board
Received File Room
SEP 16 1918
Gen'l File.....Case No. 438
No.....Class.....

X

(Copy)

OFFICERS OF ASSISTANT GENERAL MANAGER

Prairie Fla. July 22th 1918

All Concerned

Hereafter no one who has been discharged from the services at any previous time must be reemployed.

White men must not be employed by any one or promised employment before submitting their reference. which must include a recomendation from their last employers to this office or to the General Manager

Yours Verry Trully

A. G. M.

National War Labor Board
Received File Room
NOV 2 - 1918
Gen'l File.....Case No. 690
No.....Class.....

Signed By H. A . Ford

A. G. M.

Employees
vs
Int. Agricultural Corp

JOS. HULL, President. S. B. FLEMING, Vice President. ALBERT FRENCH, Vice President. J. J. WATSON, JR., Vice President. F. A. BOARD, Sec'y & Treas.

National War Labor Board
Received File Room
NOV 2 - 1918
File.....Case No. 691
.....Class.....

691-9

Mulberry Fla. August 26, 1918.

ALL EMPLOYEES

Prairie Pebble Phosphate Co.

Our Officials realize that living conditions at this time warrant an increase in wages and they are now considering the question in all its phases and will decide at as early date as possible, the increase they feel justified in making.

Any increase granted will be effective September 1st. 1918.

In all other respects this plant will continue to operate as heretofore.

Yours very truly,

H. A. Ford,

Ass't. General Manager.

(Copy)

OFFICE OF PRAIRIE PEEBLE PHOSPHATE COMPANY

691-9

MULBERRY, FLA., August 26th, 1918

All Employees,

Prairie Peeble Phosphate Co.,

Our officials realize that living conditions at this time warrant an increase in wages and they are now considering the questi on in all its phases and will decide at as earlydate as possible, the increase they feel justified in making.

Any increase granted will be effective September 1st., 1918

In all other respects this plant will continue to operate as heretofore.

Yours very truly

H. A. Ford

Ass't General Manager

National War Labor Board
Received File Room
OCT 4 1918
Gen'l File.....Case No.....
No.....Class.....

(copy)

691-9

Prairie Pebble Phosphate Company,
Mulberry, Fla.

Office of Assistant General Manager.

Prairie, Fla. July 22nd., 1918

All Concerned.

Hereafter no one who has been discharged from the service at any previous time must be reemployed.

White men must not be employed by any one or promised employment before submitting their reference, which must include a recomendation from their last employers to this office or to the General Manager.

Yours very truly

H. A. Ford

Assistant General Manager

haf/bhg

National War Labor Board
Received File Room
OCT 4 1918
Gen'l File.....Case No.....
No.....Class.....

(Copy)

Prairie Pebble Phosphate Company,
Mulberry, Fla.

691-9

Office of Assistant General Manager.

Prairie, Fla. July 22nd., 1918

All Concerned.

Hereafter no one who has been discharged from the service at any previous time must be reemployed.

White men must not be employed by any one or promised employment before submitting their reference, which must include a recomendation from their last employers to this office or to the General Manager.

Yours very truly

H. A. Ford

Assistant General Manager

haf/bhg

National War Labor Board
Received File Room
OCT 4 1918
Gen'l File..... Case No.....
No..... ..... Class.....

JOS. HULL, President. S. B. FLEMING, Vice President. ALBERT FRENCH, Vice President. J. J. WATSON, Jr., Vice President. F. A. BOARD, Sec'y & Treas.

GENERAL OFFICE,
61 BROADWAY, NEW YORK, N. Y.

691-9

Mulberry, Fla., July 18, 1918-

FILE # 317

LABOR

To Foremen and Heads of Departments:

We are very short of labor at the Mill at Prairie.

Any laborers applying to you for work and you are not able to use them, direct them to the Mill, where they can get employment.

Both day and night forces are short of labor. This very important.

Yours very truly,

C. E. Martin
General Manager.

m-e

National War Labor Board
Received File Room
OCT 4 1918
Gen'l File.....Case No.....
No..... ..... Class.....

691-9

National War Labor Board
Received File Room
SEP 17 1918
Gen'l File.....Case No.....
No..... Class.....

September 16, 1918

Gentlemen:

I am enclosing herewith copy of a letter which has been received in this office, relative to the controversy existing between your Company and members of the Mulberry & Ft. Meade Mineral Workers Union.

Please advise me whether you will join in the submission of the questions at issue to the National War Labor Board for arbitration.

Very truly yours,

B:B

Secretary

Prairie Pebble Phosphate Company,
Mulberry,
Florida.

NATIONAL WAR LABOR BOARD

ORIGINAL COMPLAINT

691-9

Name of complainant V. Urquhart

Address of complainant Mulberry, Florida

Representing International Union of Mine, Mill and Smelter Workers, Locals No. 253, 254 and 255,

and others similarly situated and with like grievances.

Name of employer Prairie Prebble Phosphate Company
C. C. Martin, General Manager

Address of employer Mulberry, Florida

Grievances: Requests:

1. The right to organize and bargain collectively through chosen representatives

2. Reinstatement of all men discharged or discriminated against for trade-union activities, with pay retroactive to date of discharge

3. A minimum wage of 45 cents an hour, and increases and rates of pay as shown in the attached proposed wage scale retroactive to September 6, 1918

4. An eight-hour working day with pay at the rate of time and one half for overtime and double time for Sundays and holidays

5. Immunity from the commissary (company store) system, with no discrimination against employes who trade elsewhere

1'—1597

Respectfully submitted,

V. Urquhart
10/17/18

REPRESENTING EMPLOYERS
LOYALL A. OSBORNE
C. E. MICHAEL
J. W. MARSH, ALTERNATE
W. H. VAN DERVOORT
H. H. RICE, ALTERNATE
B. L. WORDEN
C. A. CROCKER, ALTERNATE
C. F. HOOD
JOHN F. PERKINS, ALTERNATE

WILLIAM H. TAFT FRANK P. WALSH
JOINT CHAIRMEN
FREDERIC N. JUDSON WM. HARMAN BLACK
VICE CHAIRMEN
W. JETT LAUCK, SECRETARY

REPRESENTING LABOR
FRANK J. HAYES
ADAM WILKINSON, ALTERNATE
W. L. HUTCHESON
T. M. GUERIN, ALTERNATE
THOMAS J. SAVAGE
WM. H. JOHNSTON, ALTERNATE
VICTOR A. OLANDER
MATTHEW WOLL, ALTERNATE
T. A. RICKERT
JOHN J. MANNING, ALTERNATE

691-9

NATIONAL WAR LABOR BOARD

WASHINGTON

International Union of Mine, Mill and Smelter Workers, Locals No. 253, 254 and 255

vs.

Prairie Prebble Phosphate Company
Mulberry, Florida

SUBMISSION AGREEMENT.

The undersigned agree to submit all questions in controversy between the above named parties to the National War Labor Board and agree to abide by its decision.

For Employers.

V. Mezakant
For Employees.

Tampa Fla 10/17 1918

From the letter of President Wilson to the President of the Western Union Telegraph Company, dated June 11th, 1918:

"In my judgment it is imperatively necessary in the National interest that decisions of the National War Labor Board should be accepted by both parties to labor disputes. To fail to accept them is to jeopardize the interest of the Nation very seriously, **because it constitutes a rejection of the instrumentality set up by the Government itself for the determination of labor disputes,** set up with a sincere desire to arrive at justice in every case and with the express purpose of safeguarding the Nation against labor difficulties during the continuation of the present war."

(Copy)

Mulberry, Fla. August 15/ 1918

Mr C C Martin
Gen. Mgr. International Agricultural Corporation
Mulberry Fla.

Dear Sir:-

The Undersigned Committee of your Employees, selected by the Mulberry Mineral Workers Union #253, beg leave to submit the enclosed agreement and wage scale for your consideration.

We respectfully request that a conference be held between you or your authorized agents and this Committee, the time and place to be designated by you; the conference to be held not later than August the 24th 1918, so that amicable adjustment may be arrived at respecting the enclosed agreement and wage scale.

We respectfully request ~~XXXX~~ a reply to this communication on or before August the 20/ 1918. Failure to reply within the date above mentioned will be considered a refusal.

Hoping you will give this matter favorable consideration, we remain

Respectfully yours

C. F. Singletree

D E Collins

T A Brown

COMMITTEE

(Copy)

Mulberry, Fla. August 15/1918

Mr. C. G. Martin,
General Manager, International Agricultural Corporation,
Mulberry, Fla.

Dear Sir:-

The undersigned Committee of your Employees, select by the Mulberry Mineral Workers Union #253, beg leave to submit the enclosed agreement and wage scale for your consideration.

We respectfully request that a conference be held between you or your authorized agents and this Committee, the time and place to be designated by you; the conference to be held not later than August the 24th 1918., so that an amicable adjustment may be arrived at respecting the enclosed agreement and wage scale.

We respectfully request a reply to this communication on or before August the 24 1918. Failure to reply within the date above mentioned, will be considered a refusal.

Hoping you will give this matter favorable consideration, we remain

La. F. Singletary
D. E. Coleberg
T. A. Brown
COMMITTEE.

National War Labor Board
Received File Room
SEP 1 6 1918
Gen'l File..... Case No. 438
No..... Class.....

Mulberry, Fla., August 29th, 1918.

To the
National War Labor Board,
Washington, D. C.

Gentlemen:-

We, the undersigned Committee, selected by The Mulberry, and Ft. Meade Mineral Workers Unions beg leave to submit to Your Honorable Body the enclosed wage scale, proposed agreements, Grievances, correspondence etc., that the same may be considered by you, that the grievances complained of be removed, that reasonable working hours be established, and a wage scale commensurate with the high cost of living so that we may be enabled to support our families and ourselves in reasonable comfort.

The Phosphate Mines of this district employ approximately two thousand (2000) men, nineteen hundred (1900) of whom are members of Mulberry and Ft. Meade Miners Unions. There are twelve (12) Companies engaged in producing phosphate rock in this district, all operating within a radius of fifteen (15) miles of Mulberry.

Committees were appointed from the employees of the various Companies to present the enclosed agreements and wage scale, and requested a conference so that an amicable adjustment may be arrived at.

The Communication of August 15th submitted to the Employers was ignored by all except two (2) who stated that the matter would be submitted to higher Officials of the Companies.

On August 26th 1918 a notice was posted at the Mines by all of the Employers promising a wage increase, amount not stated, but entirely ignoring the several Committees.

We will abide by the decision of the Board, and have selected Mr. Edward Crough, Vice President of the International Union of Mine, Mill and Smelter Workers, to represent us before the Board.

We hope for the earliest consideration of our grievances, so as to prevent a great many of our members seeking employment elsewhere.

Respectfully submitted

(Signed) C. Barr
Geo. N. Hays
J. B. Colbert
COMMITTEE W. E. Russell
W. B. McLondon
B. G. Hewitt

A COPY OF THE ORIGINAL.

PRICE LIST OF GROCERIES

	1914	1918
Bacon White (fatback)	$ .12½	.35
Lard Compound	.10	.30
Snow drift 9 pound cans	.90	2.75
Bacon Smoked	.19	.40
Bacon Breakfast	.25	.60
Grits and meal	.02½	.08
Rice	.05	.14
Flour per barrell	5.50	15.00
Butter	.40	.60
Milk	.10	.18
Potatoes Sweet	1.00	3.00
Potatoes Irish	.25	.75
Syrup Cane per gallon	.75	1.00
Steak	.12½	.30
Pork	.15	..40
Sugar	.05	.10
Tomatoes per dozen $1.00	1.00	2.40
Other can goods has advanced 150%		
Eggs per dozen	.25	.50
Beans per pound	.05	.18
Peas " "	.05	.15

ABOVE PRICES ARE COMPETITIVE PRICES.
COMPANY COMMISSARY PRICES 10% ADVANCE ON ABOVE
NEGRO LABOR EXPLOITEDADDITIONAL ON PRICES IN COMMISSARIES

DRY GOODS PRICE LIST.

	1916	1918	
Unbleached domestic 4/4, 56/60 count	.08	.30	
Gingham	.10	.30	.40
Gingham	.12½	.50	
Androscogin bleaching	.10	.40	
Lonsdale Cambric	.15	.50	
Longcloth	.10	.30	
Peperall 9/4 unbleached sheeting	.25	.75	
Pepperall 10/4 " "	.27½	.80	
Pepperall 9/4 bleached sheeting	.27½	.80	
Pepperall 10/4 " "	.30	.85	
Pillow cases cheapest kind	.10	.40	
" " Salem	.15	.50	
Pepperall sheets 72/90	.75	1.75	1.75
Pepperall " 81/90	.85	2.00	
Cheapest kind of a sheet	.50	1.60	
Ducking 8oz	.20	.60	
Diaper cloth 27 inch bolt	.90	3.25	
Diaper cloth 30 " "	1.10	3.75	
Overalls best grade	1.00	3.00	
Blue work shirts	.50	1.50	
Socks	.10	.25	
Shoes	2.00	3.50	
shoes	5.00	10.00	
shoes 6.50	6.50	12.00	
Slikers	3.00	6.00	
hats	2.50	4.00	
hats	4.00	7.00	

These are the prices of today and they are going higher

Mulberry, Fla., August 1918

Mr. G. G. Martin,
General Manager, International Agricultural Corporation,
Mulberry, Fla.

Dear Sir:-

The undersigned Committee of your Employees, select by the Mulberry Mineral Workers Union #253, beg leave to submit the enclosed agreement and wage scale for your consideration.

We respectfully request that a conference be held between you or your authorized agents and this Committee, the time and place to be designated by you; the conference to be held not later than August the 27th 1918., so that an amicable adjustment may be arrived at regarding the enclosed agreement and wage scale.

We respectfully request a reply to this communication on or before August the 28 1918. Failure to reply within the date above mentioned, will be considered a refu[redacted]

Hoping you will give this matter feverable [redacted]

We remain

[signature]
[signature]
[signature]
COMMITTEE.

National War Labor Board
Received File Room
OCT 4 1918
Staff File ..... Case No. .....
By ..... Class .....

Sept. 1st 1918

Mr W Jette Lauck.
Secy War Labor Board
Washington D. C.

National War Labor Board
Received File Room
SEP 1 6 1918
Gen'l File.....Case No. 690
No. ..... Class.....

Dear Sir.

We are enclosing under separate cover an appeal to the War Labor Board to adjust the hours of Labor Wages, and other Grievances. The Employers refuse to confer with us, or adjust our grievances.

We have selected Mr Edward Crough vice Pres. International Union of Mine Mill & Smelter Workers, to represent us before the Board.

We have furnished him with copies of all documents which we have submitted to the Board.

Respectfully Yours
C. Barr.
Chairman committee

Mulberry
Florida
Box 2641

September 10, 1918.

My dear Sir:

I beg to acknowledge receipt of letter of the First instant, and also of complaint signed by yourself and other members of the Committee in the matter of the controversy between the Mulberry and Ft. Meade Mineral Workers Unions and their employers.

I shall bring this matter to the attention of the Board at the earliest possible moment and advise you of the action taken.

Very truly yours,

B:B

Secretary

National War Labor Board
Received File Room
SEP 16 1918
Gen'l File.....Case No. 438
No..... ..... Class.....

Mr. C. Barr,
Box [illegible],
Mulberry, Florida.

690

October 2, 1918.

Memorandum for Mr. Kerwin:

I beg to acknowledge receipt of Department of Labor file in the matter of the controversy between the Phosphate Miners and their employers, at Mulberry, Florida. This matter has already been referred to the Board by the Mine Workers' Union.

B:H. Secretary.

National War Labor Board
Received File Room
OCT 4 1918
Gen'l File..... Case No. 438
No..... ..... Class.....

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

September 26, 1918.

MEMORANDUM FOR NATIONAL WAR LABOR BOARD:

The Department transmits herewith its file No. 33-2333 in the matter of the controversy between the Phosphate Miners and their employers, at Mulberry, Florida.

Commissioner of Conciliation J. W. Bridwell, who handled this matter for the Department, was unable to bring about a satisfactory adjustment.

The Secretary of Labor therefore invokes the good offices of the Board and requests that it assume jurisdiction in the case with a view to permanently settling the differences.

A L Kerwin
Assistant to the Secretary.

EJC/z
Enclosure.

National War Labor Board
Received File Room
OCT 4 1918
Don't File..... Case No.....
No..... ..... Class.....

33
2333

National War Labor Board
Received File Room
OCT 4 1918
Gen'l File..... Case No.....
No..... ..... Class.....

Mr H. L. Kerwin.
Washington D.C.

Sept 21st 1918

Dear Sir.

The Phosphate Miners of Florida requests me to convey to you their thanks and appreciation, for the promptness of the Department in sending Conciliator Bridwell here to try to bring about an adjustment of their grievances. Mr Bridwell interviewed the principal Mine Managers, representing about 80 per cent of the mines, each of them refused to meet committees of the employes in any capacity, they refused to meet in conference either jointly or separately.

There are ten companies producing Phosphate Rock, covering a territory from 15 to 40 miles. Phosphate Deposits here are almost inexhaustible, there is a considerable shortage of Labor at present especially common Labor, about 2,400 are employed at present; 2,350 of them are organized.

The low Wages, and long hours, 12 hours is the workday, make it difficult to hold labor here, especially common Labor, which is the poorest paid proportionately. The employees are about fifty per cent White, who are above the average in skill and intelligence, all Americans, they organized without any outside assistance, I being sent here to prevent them resenting discrimination against them, by striking.

They hope for an early decision from the War Labor Board, principally so they can maintain their membership here intact; they appreciate the efforts of Mr Bridwell to bring about a settlement here, but realized it was hopeless, from the unreasonable attitude of the Employers.

Any effort you may make through the Dept' ~~will~~ to bring about an early decision by the Board, will be highly appreciated by the men, and our International. Yours Respectfully

J. C. Lowney Representative U.M.M.S.W.
Juanita Hotel. Mulberry Florida.

September 21, 1918.

Mr. J. W. Bridwell,

My dear Mr. Bridwell:

Receipt is acknowledged of your report dated September 17th, in the matter of the controversy at Mulberry, Florida.

We have noted what you say concerning the unwillingness of the company to refer the matter to the National War Labor Board. We also note that the employes are willing that such action should be taken. In such cases the Department depends upon the recommendation of the Commissioner of Conciliation who is handling the case. It is suggested therefore that you at once make definite recommendation in the matter.

Very truly yours,

EXACT COPY AS SIGNED BY H. KERWIN

MAILED..... BY.....

Assistant Secretary

National War Labor Board
Received
OCT 4 1918
Cen'l File.....Case No.....
No..... ..... Class.....

EJC/z

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

Mulberry, Fla September 17, 1918.

Mr. H. L. Kerwin,

Assistant to the Secretary of Labor

National War Labor Board
Received File Room
OCT 1918
Washington
Gen'l File..... Case No.....
No..... Class.....

RECEIVED
SEP 21
SECRETARY'S OFFICE

My dear Mr Kerwin;

This controversy down here covers several towns as well as ten different companies involving 2300 workmen.

In the previous attempts of the committees they have been unable to negotiate for a settlement, the companies taking the position that on accounts of previous contracts they could not afford to make any further advances than have recently been made, and that small.

The men are contending for wages that are in keeping with the times as well as working rules that are prevailant elsewhere.

The men are also willing to leave their adjustment with the War Labor Board and abide by their decision.

I am calling on the various managements with a view of harmonizing the situation, but at the present time cannot give any definite results and in case the managements do not agree to a satisfactory adjustment to the men and do not agree to submit their side to the War Labor Board would it not be better to submit the men's side to the Board? These men are not going to be satisfied unless they are given a wage scale with a substantial increase, and I beleive would be better satisfied if same is awarded as suggested. Please advise just how far you think I should go in this matter.

Respectfully yours,

J. W. Bridwell

Commissioner of Conciliation.

Juanita Hotel.

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

Mulberry, Fla. September 19, 1918.

Mr. H. L. Kerwin,
Assistant to the Secretary of Labor,
Washington, D.C.

My dear Mr. Kerwin:-

In re to controversy of Metal Miners at Mulberry, Fla. and vicinity.

After a conference with Mr. John Lowney the National representative of the above organization which has been recently organized having a membership of about 2300 members who work at this place and within a radius of prehaps thirty miles; a meeting was called of the committee representing all of the men I proceeded to visit the Managers with a view of consulting them together thinking that I might be able to get them to agree to a joint conference bringing about an adjustment. The managers visited claimed that if left alone that they could manage their own business without reconition of the Union or any of its committees. In fact all visited said that they had no grevieances or anything to adjust, and furthermore that there was no intention on their part to reconize the organization as such, that it made no difference what the men belong to, and that any greiveance would be given consideration only as individuals. Claiming further that convienent & healtful quarters was furnished to the men, that they were given the benifit of the Commissaries and that increases had been given the men, and that it was not wise to organize the Colord element in any event. Although the Managers were seen seperately, they all were of the same general opinion, particurally as to enterning into an agreement with the men in any shape that pretained to a reconition of the union as an organization. Or that a meeting of the managers would accomplish any results. A few of the smaller concerns not visited One manager absent.

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

DIVISION OF CONCILIATION

Metal Miners 2

Again today after a consultation with the union committee and the National representative, Mr. Lowney it was decided that no progress was being made and that an appeal would be made through the Honorable Secretary of Labor to the War Labor Board for an adjustment.

Enclosed are papers covering what has been attempted by the organization in a general way.

I informed this committe distinctly that no attempt would by the Board to handle their case unless it was agreed that all possible efforts would be used to keep the men at work and that of course they would be given due consideration & etc.

At this writing there is no hopes of the Companies and the men agreeing inasmuch as their committees are not reconized as such and no encouragement given your representative by the managers as to a meeting either jointly or sepreately with the men's representatives.

These fertilizer# plants are important ones and if some action is not taken in the premis the men say that they will seek employment else where at increased pay and only staying now on the job with the hopes that they will get due consideration through the War Labor Board whereby a living wage and conditions will be granted regardless of the actions of the managers of the Companies.

Respectfully submitted,

J W Bridwell

Commissioner of Conciliation.

National War Labor Board
Received File Room
OCT 4 1918
Gen'l File..... Case No.....
No..... ..... Class.....

GEN. No. 23.
DIVISION OF CONCILIATION.

FILE NO. .....

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

PRELIMINARY REPORT OF COMMISSIONER OF CONCILIATION.

Mulberry, Fla. Sept 18, 1918

RE Mineral Workers' Union Controversy

Mediation requested by Mineral Workers

Commissioner J. W. Bridwell

Date of assignment September 13, 1918

To the HONORABLE, THE SECRETARY OF LABOR:

For your information I have the honor herewith to submit a preliminary report of my efforts as Commissioner of Conciliation

in the { trade dispute / impending strike / strike } affecting { Trade dispute / Mineral Workers at Mulberry District }

Questions involved: The reconition of the Union establishment of a wage scale and consideration of grieveances by committees

Number of employees directly affected 2300

Number of employees indirectly affected 100

Status of negotiations prior to arrival Submitting of prosposed contract by committees of three to ten companies

Conferences held at Mulberry, Tampa, Pierce, Coronet Fla with

John C Lowney	representing	Mineral Mine Workers,	Sept. 15-18, 1918 (Date.)
C. Barr, -Geo. W. Hayes			
J. B. Colbert	representing	,	(Date.)
W. B. McLendon	representing	,	(Date.)
W E. Russel	representing	" " " " " ,	(Date.)
B. G. Hewitt, S. Kirkland			
H. F. Green Jr Mgr	representing	Coronet Phosphate Co,	(Date.)
H. A. Ford Asst Mgr,	representing	Prairie Peeble Phos. Co.	(Date.)
Burdette Loomis, Gen Mgr	representing	Am. Agricultural Chemical Co.	(Date.)

Remarks: The managers of the various companies (ten) so far have failed to reconize the union officially or their committees. They only want to treat with the men as individuals and not as members of the organizations. These mines or plants are in several towns and are ten different companies. Claim that it is impossible to pay the ad-advances or grant the eight hour work day. The men are appealing to the War Labor Board for relefl.

J W Bridwell
Commissioner of Conciliation.

(Address.)

14—763

National War Labor Board
Received File Room
OCT 4 1918
Gen'l File..... Case No.....
No..... Class.....

Noted
File
EJH

mulberry file

new

Conciliation

Sept. 18, 1918.

2333

J. A. Bridwell,
Mulberry, Florida.

Try hotels.

Telegram received. War Labor Board will take up matter and make an award even if management refuses consent provided request for such action is made by Secretary of Labor. If after making every effort you are unable to adjust the matter you may recommend through this Department that matter be referred to War Labor Board and we will take such action. Advise when you will be able to take up Charleston case.

KERWIN
- - - - - - - - -
Attest:

Assistant to the Secretary.

National War Labor Board
Received File Room
OCT 4 1918
Genl File.....Case No.....
No..... ..... Class.....

c

Sal.&Exp.Comrs.Conciliation,1918.

DEPARTMENT OF LABOR

TELEGRAM

WU 57 Q 64 Government.

Mulberry, Flordia. September 18,1918.

H. L. Kerwin,

Assistant to Secretary Labor,

Washington, D. C.

Mining operators so far will not negotiate with Union Committee representing twenty-three hundred men working at ten different plants and several towns. Want to know if War Labor Board will give decision to wages and conditions regardless of position of managements. You wire received. Have not completed investigation here. Please advise.

J. W. Bridwell.

115pm.

National War Labor Board
Received File Room
OCT 4 1918
Gen'l File..... Case No.....
No..... ..... Class.....

Mulberry, Fla., August 29th, 1918

To the
National War Labor Board,

Washington, D. C.

entlemen:-

We, the undersigned Committee, selected by The Mulberry and t. Meade Mineral Workers Unions beg leave to submit to Your Honorable ody the enclosed wage scale, proposed agreements, Grievances, correspondence etc., that the same may be considered by you, that the grievance complained f be removed, that reasonable working hours be established, and a wage cale commensurate with the high cost of living, so that we may be enabled to upport our families and ourselves in reasonable comfort.

The Phosphate Mines of this district employ approximately two thousand (2000) men, nineteen hundred (1900) of whom are members of Mulberry nd Ft. Meade Miners Unions. There are twelve (12) Companies engaged in producing phosphate rock in this district all operating within a radius of ifteen (15) miles of Mulberry.

Committees were appointed from the employees of the various ompanies to present the enclosed agreements and wage scale, and requested conference, so that an amicable adjustment may be arrived at.

The Communication of August 15th submitted to the Employers was ignored by all except two (2) who stated that the matter wou;d be submitted to higher Officials of the Companies.

On August 26th 1918 a notice was posted at the Mines by all of the Employers promising a wage increase, amount not stated, but ebtirely ignoring the several Committees.

We will abide by the decision of the Board and have selected Mr. Edward Crough, Vice President of the International Union of Mine, Mill and Smelter Workers, to represent us before the Board.

We hope for the earliest consideration of our grievances so as to prevent a great many of our members seeking employment elsewhere.

Respectfully submitted

G. Barr
Geo W Hays
J B Colbert
W R McLendon
W E Russell
B G Hurst
Streeter Kirkland

COMMITTEE

National War Labor Board
Received File Room
OCT 4 1918
Gen'l File..... Case No.....
No..... ..... Class.....

PRESENT WAGE SCALE.

Electricans

				FOR
Lineman	$3.50	per	day	10 hours
Combination	4.00	"	"	" "
Armature winder	4.00	"	"	" "

Railway Department

Locomotive Engineer	$3.50	"	"	12 hours
Fireman	2.25	"	"	" "
Flagman	2.25	"	"	" "
Eng Foreman	125.00	"	month	" "
Yard Master	100.00	"	"	" "
Weigh Master	75.00	"	"	" "

Power House

Chief Engineer	$ 110.00	per	month	12 HOURS
Operating Engineer	95.00	"	"	12 "
Second Engineer	90.00	"	"	" "
Switch board operator	2.50	per	day	12 "
Compressor man	2.45	"	"	" "
Oilers	2.35	"	"	" "
Fireman	2.50	"	"	" "
Producer Fireman	2.50	"	"	" "

Pumpingg Station

Engineer	$ 90.00	per	month	12 hours
oiler	2.25	"	day	12 "
Fireman	2.25	"	"	12 "

Drag Line

Drag line operator	$125.00	per	month	12 hours
Fireman	2.00	"	"	12 "
Oiler	2.00	"	"	12 "

Brown Hoist

Operator	$ 3.25	per	day	10 hours
Fireman	2.25	"	"	10 "

Steam Shovel Tractor

Operator	$140.00	per	month	10 hours
Craneman	90.00	"	"	10 "
Fireman	2.25	"	"	10 "

National War Labor Board
Received File Room
OCT 41918
Gen'l File.....Case No.....
No.....Class.....

Trolley Men

Trolley operator	$ 2.25	per	day	12 hours
Flagman	2.10	"	"	12 "
Pole tender	2.10	"	"	12 "

Watchman

Watchman	2.25	per	day	12 hours

Mining Department

Pit Foreman	$110.00	per	month	12 hours
Dam Foreman	2.25	"	day	12 "
Washer man	2.25	"	day	12 "
Oilers	2.10	"	day	12 "
Moterman	2.10	"	day	12 "
Gunners	2.10	"	day	12 "
Suction Tenders	2.10	"	day	12 "
Dam tenders	2.10	"	day	12 "
Track and float man	3.50	"	day	12 "
Common Labor	2.00	"	day	12 "

Drying Department

Mill Foreman	$100.00	per	month	12 hours
Assistant Foreman	2.50	"	day	12 "
Oilers	2.10	"	"	12 "
Motorman	2.10	"		12 "
Fireman	2/25	"	"	12 "
Car rollers	2.25	"	"	12 "

Car Loading Department

Dumps (cars)	.50	per	car	12 hours
50 to 60 capacity cars	1.00	"	"	12 "
70 capacity cars	1.10	"	"	12 "
80 " "	1.25	"	"	12 "
100 " "	1.50	"	"	12 "

Received File Room
OCT 4 1918
Gen'l File..... Case No.....
No..... Class.....

Mechanical Department

Machinist	.50	per	hour	10 hours
Carpenters	3.50	"	day	10 "
Blacksmith	.52	"	hour	10 "
Pipe fitters	3.50	"	day	10 "
Painters	3.50	"	"	10 "
Car repairers	3.50	"	"	10 "
Apprentice Machinist	2.10	"	"	10 "

Pit or Mine workers are exposed at all times, and have no shelter from the inclemencies of the weather.

We demand safety appliances on all machinery, statienery and rolling stock, and that competent men be kept on trollies and engines conveying men to and from their work.

That the present blacklist system between employers be abolishe d

That men discharged for membership in the Union be reinstated.

That housing and sanitary conditions for laborers be improved at the Mines.

National War Labor Board
Received File Room.
OCT 4 1918
Gen'l File.....Case No.....
No.....Class.....

PRICE LEST OF GROCERIES

	1914	1918
Bacon White (fatback)	$ .12½	.35
Lard Compound	.10	.30
Snow drift 9 pound cans	.90	2.75
Bacon Smoked	.19	.40
Bacon Breakfast	.25	.60
Grits and meal	.02½	.08
Rice	.05	.14
Flour per barrell	5.50	15.00
Butter	.40	.60
Milk	.10	.18
Potatoes Sweet	1.00	3.00
Potatoes Irish	.25	.75
Syrup Cane per gallon	.75	1.00
Steak	.12½	.30
Pork	.15	..40
Sugar	.05	.10
Tomatoes per dozen $1.00	1.00	2.40
Other can goods has advanced 150%		
Eggs per dozen	.25	.50
Beans per pound	.05	.18
Peas " "	.05	.15

ABOVE PRICES ARE COMPETITIVE PRICES.
COMPANY COMMISSARY PRICES 10% ADVANCE ON ABOVE
NEGRO LABOR EXPLOITEDADDITIONAL ON PRICES IN COMMISSARIES

DRY GOODS PRICE LIST.	1916	1918	
Unbleached domestic 4/4, 56/60 count	.08	.30	
Gingham	.10	.40	.40
Gingham	.12½	.50	
Androscogin bleaching	.10	.40	
Lonsdale Cambric	.15	.50	
Longcloth	.10	.30	
Peperall 9/4 unbleached sheeting	.25	.75	
Pepperall 10/4 " "	.27½	.80	
Pepperall 9/4 bleached sheeting	.27½	.80	
Pepperall 10/4 " "	.30	.85	
Pillow cases cheapest kind	.10	.40	
" " Salem	.15	.50	
Pepperall sheets 72/90	.75	1.75	1.75
Pepperall " 81/90	.85	2.00	
Cheapest kind of a sheet	.50	1.60	
Ducking 8oz	.20	.60	
Diaper cloth 27 inch bolt	.90	3.25	
Diaper cloth 30 " "	1.10	3.75	
Overalls best grade	1.00	3.00	
Blue work shirts	.50	1.50	
Socks	.10	.25	
Shoes	2.00	3.50	
shoes	5.00	10.00	
shoes	6.50	12.00	
Slikers	3.00	6.00	
hats	2.50	4.00	
hats	4.00	7.00	

National War Labor Board
Received File Room
OCT 4 1918
Gen'l File..... Case No.....
No..... Class.....

These are the prices of today and they are going higher

October 22nd, 1918.

Mr. V. Urquhart,
Mulberry, Fla.

Dear Sir:-

There has recently been filed with this Board certain complaints by International Unions of Mining, Mill and Smelter Workers, Local # 253 - 254 - 255, against various Phosphate Mining Corporations in and around Mulberry, Fla.

The Board has quite recently, completely revised its form of procedure and the complaints as submitted do not conform with the present requirements of the Board. I am therefore, handing you herewith twelve copies of the revised form of complaint, which should be executed and returned to the Board as promptly as practicable.

It appears that all of these operations are conducted on open shop principle, and that there are no existing contracts between the employers and the Union. It will therefore be necessary for the complaints to be filed in the name of the employees effected, in such a list or a committee of such employees duly selected, and the complaint should be signed by such employees or a committee, or by a representative of the employees duly selected and authorized, to act for them.

A statement of the grievances of the men should be made under the appropriate heading on the form of the complaint, and the demands fully set forth on Page #3.

The employers will be served with a copy of this complaint when returned duly completed, and the case is set down for hearing just as promptly as possible in view of the congested condition of our docket.

Yours very truly,

Director of Procedure

REPRESENTING EMPLOYERS
LOYALL A. OSBORNE
C. E. MICHAEL
W. H. VAN DERVOORT
B. L. WORDEN
F. C. HOOD

WILLIAM H. TAFT FRANK P. WALSH
JOINT CHAIRMEN

W. JETT LAUCK, SECRETARY

REPRESENTING LABOR
FRANK J. HAYES
WILLIAM L. HUTCHESON
THOMAS J. SAVAGE
VICTOR A. OLANDER
T. A. RICKERT

NATIONAL WAR LABOR BOARD

WASHINGTON

National War Labor Board
Received File Room
OCT 24 1918
Genl File..... Case No. 68
No..... Class.....

September 10, 1918.

My dear Sir:

I beg to acknowledge receipt of letter of the First instant, and also of complaint signed by yourself and other members of the Committee in the matter of the controversy between the Mulberry and Ft. Meade Mineral Workers Unions and their employers.

I shall bring this matter to the attention of the Board at the earliest possible moment and advise you of the action taken.

Very truly yours,

W Jett Lauck

B:B Secretary

Mr. C. Barr,
Box #2641,
Mulberry, Florida.

(Copy)

National War Labor Board
Received File ROOM
NOV 2 - 1918
Gen'l File.....Case No. 690
No.....Class.....

Mulberry Fla. Aug 15. 1918.

Mr C. C. Martin, Gen. Mgr.
International Agricultural Corporation Co.
Mulberry Fla.

Dear Sir;

The undersigne Committee of your Employees, selected by the Mulberry Mineral Workers Union No 253, beg leave to submit the enclosed agreement and wage scale for your consideration.

We respectfully request that a conference be held between you or your authorized agents and this committee, the time and place to be designated by you ; the conference to be held not later than Aug the 27th 1918. so that amicable adjustment may be arived at respecting the enclosed agreement and wage scale.

We respectfully request a reply to this communication on or before Aug the 20th 1918. Failure to reply to this communication withen the date above mentioned will be considered a refusal.

Hoping you will give this matter favorable consideration we remain

Respectfully yours

C. F. SIngletree

D. E. Collins

T. A. Gason

Committee

September 18, 1918

Gentlemen:

I am enclosing herewith copy of a letter which has been received in this office, relative to the controversy existing between your Company and the members of the Mulberry & Ft. Meade Mineral Workers Union.

Please advise me whether you will join in the submission of the questions at issue to the National War Labor Board for arbitration.

Very truly yours,

B:B

Secretary

International Agricultural Corp.,
Mulberry,
Florida.

REPRESENTING EMPLOYERS
LOYALL A. OSBORNE
C. E. MICHAEL
J. W. MARSH, ALTERNATE
W. H. VAN DERVOORT
H. H. RICE, ALTERNATE
B. L. WORDEN
C. A. CROCKER, ALTERNATE
C. F. HOOD
JOHN F. PERKINS, ALTERNATE

WILLIAM H. TAFT FRANK P. WALSH
JOINT CHAIRMEN
FREDERIC N. JUDSON WM. HARMAN BLACK
VICE CHAIRMEN
W. JETT LAUCK, SECRETARY

REPRESENTING LABOR
FRANK J. HAYES
ADAM WILKINSON, ALTERNATE
W. L. HUTCHESON
T. M. GUERIN, ALTERNATE
THOMAS J. SAVAGE
WM. H. JOHNSTON, ALTERNATE
VICTOR A. OLANDER
MATTHEW WOLL, ALTERNATE
T. A. RICKERT
JOHN J. MANNING, ALTERNATE

NATIONAL WAR LABOR BOARD

WASHINGTON

International Union of Mine, Mill
and Smelter Workers, locals No. 253,
254 and 255

vs.

International Agricultural Corporation,
Mulberry, Florida

SUBMISSION AGREEMENT.

The undersigned agree to submit all questions in controversy between the above named parties to the National War Labor Board and agree to abide by its decision.

For Employers.

For Employees.

Tampa Fla 10/17 1918

From the letter of President Wilson to the President of the Western Union Telegraph Company, dated June 11th, 1918:

"In my judgment it is imperatively necessary in the National interest that decisions of the National War Labor Board should be accepted by both parties to labor disputes. To fail to accept them is to jeopardize the interest of the Nation very seriously, **because it constitutes a rejection of the instrumentality set up by the Government itself for the determination of labor disputes,** set up with a sincere desire to arrive at justice in every case and with the express purpose of safeguarding the Nation against labor difficulties during the continuation of the present war."

PROPOSED WAGE SCALE
Docket No. 438 - -

All figures are based on an eight-hour working day.

THE FOLLOWING TO RECEIVE 72-1/2 CENTS AN HOUR

Mechanical Department
Machinists
Boilermakers
Blacksmiths
Pipefitters
Carpenters
Locomotive Engineers
Painters
Bricklayers
General Electricians
Car Repairmen
Foremen of above departments to receive 80 cents an hour

Armature Winders - - - - - - - - - - - -	80 cents an hour
Shovel Engineers - - - - - - - - - - - -	7.80 a day
Firemen - - - - - - - - - - - - - - - -	5.99 a day
Cranemen - - - - - - - - - - - - - - -	6.00 a day
Drag line operators - - - - - - - - - - -	7.80 a day
Chief engineer of power plant - - - - - -	8.00 a day
Operating engineer - - - - - - - - - - -	6.00 a day
Pumping station operators - - - - - - - -	6.00 a day
Mill foremen - - - - - - - - - - - - -	6.00 a day
Track and float foremen - - - - - - - - -	6.00 a day
Yard and weighmasters - - - - - - - - - -	6.00 a day
~~Bumpxxxxxxxxxxx~~ - - - - - - - - - - - -	~~xx.xxxxxxx~~
CAR LOADERS (hazardous) - - - - - - - - - -	7.00 a day

All employes receiving	2.75	a day to get - - -	4.75 a day
" " "	3.00	" " " "	5.00 " "
" " "	3.50	" " " "	5.25 " "
" " "	4.00	" " " "	5.50 " "
" " "	4.50	" " " "	5.75 " "

Sexauer & Lemke Inc.,

Long Island City, N. Y., October 16th, 1918.

The War Wage Board,
Washington, D.C.

Gentlemen:-

Under date of October 11th, we wrote you in connection with the labor situation in connection with our employees. Up to this time we have not heard from you in answer thereto.

We would ask you to kindly give this matter your immediate attention, as we have been advised that our employees expect an answer by this coming Friday, and if not received by them, they will probably again go on strike, which situation, we would like to avoid.

Very truly yours,

Sexauer & Lemke Inc.

By Wm. E. Lemke.

WEL/C

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C.

National War Labor Board
Received File
OCT 26 1918
Card File..... Case No. #28
No..... Class.....

Paid

690

5 26

A107AN 25NL

COLUMBIA TEN 17

W JERT LANCK

1783

SECY NATL WJ LABOR BOARD WASHINGTON DC

HAVE WIRED MULBERRY FLORIDA REQUESTING MEN RETURN TO WORK AT ONCE STOP WILL GO TO FLORIDA AND DO ALL POSSIBLE TO COMPLY WITH YOUR REQUESTS

EDWARD CROUCH.

Mr Gompers

10/18

Tampa, Fla., October 17, 1918.

680

National War Labor Board
Received File Room
OCT 21 1918
Cent File..... Case No. 680
No..... Case.....

Mr. William P. Harvey
Chief of Investigation
National War Labor Board
Washington, D. C.

Dear Mr. Harvey:

Herewith is preliminary report on Docket No. 680, the case of three local miners' unions against twelve phosphate producing companies of Southern Florida. The parties involved are:

EMPLOYES.

International Union of Mine, Mill and Smelter Workers, Locals Nos. 253, 254, and 255, of Mulberry, Fla., Fort Meade, Fla., and Coronet, Fla., respectively. All the locals are represented by V. Urquhart of Mulberry, Fla. A committee chosen to represent the three unions in handling this case consists of:

C.Barr, Bartow, Fla.
George N. Hays, Pembroke, Fla.
J. B. Colbert, Pembroke, Fla.
W.E. Russell, Brewster, Fla.
W. P. McLendon, Pierce, Fla.
B. G. Hewett, Mulberry, Fla.
V. Urquhart, Mulberry, Fla.
Mr. Kirkland, Plant City, Florida.

EMPLOYERS.

American Agricultural Chemical Company, Burdette Loomis, Jr, manager, Pierce, Fla.
American Cynamid Company, Anton Schneider, manager, Brewster, Fla.
Lakeland Phosphate Company, H. E. Memminger, manager, Lakeland, Fla
Florida Phosphate Mining Corporation, A. A. McLeod, manager, Royster, Fla
Prairie-Prebble phosphate Company, C. C. Martin, manager, Mulberry, Fla
International Agricultural Corporation, C. C. Martin, manager, Mulberry, Fla
Phosphate Mining Company, P. H. Fuller, manager, Nichols, Fla.
Coronet Phosphate Company, H. F. Greene, Jr., manager, Coronet, Plant City and Pembroke, Fla.
Palmetto Phosphate Company, H. M. Mansfield, manager, Tiger Bay, Fla.
Swift & Company, Mr. McCoy, manager, Agricola, Fla.
Charleston Mining and Manufacturing Company, A. S. McMillan, manager, Fort Meade, Fla.
Armour Fertilizer Company, J. H. Rickman, manager, R.F.D. No. 1, Bartow, Fla

GRIEVANCES.

The employes request an award to include the following:

1. The right to organize and bargain collectively through chosen representatives.
2. Reinstatement of all men discharged or discriminated against for trade-union activities, with pay retroactive to date of discharge.
3. A minimum wage of 45 cents an hour, and increases and rates of pay as shown in the attached proposed wage scale, retroactive to Sept. 6, 1918. ***
4. An eight-hour working day, with pay at the rate of time and one-half for overtime and double time for Sundays and holidays.
5. Immunity from the commissary (company store) system, with no discrimination against employes who trade elsewhere.

There are employed by the twelve companies about 2,500 men, half of them negroes, practically all of them members of the union, which was organized in June, 1918.

Phosphate is used for agricultural fertilizer and for chemical purposes.

The bulk of these men redeive $250 a day, for a twelve-hour working day, though the skilled mechanics receive as much as $175 a month in some cases. The men ask the award to date back to September 6, which was the date of submission by them to the National War Labor Board.

Those employed in the mechanical and some other departments have a ten-hour working day, but the men who do excavating and the unskilled laborers are required to work twelve hours, with frequent extensions of the working period by overtime work. There is at present no pay for overtime, as wages are computed on a monthly basis and paid semi-monthly.

The phosphate mines are located several miles from the nearest towns. The great majority of the employes of each company live in company-owned houses located on company-owned land and constitute distinct communities. In these communities the only dispensers of food, clothing and other commodities are the stores maintained by each company. Because the only

*** Wage scale on page 4.

other stores are several miles distant from the homes of the miners (in the towns in Polk County) the workers are practically dependent upon the companies'stores for supplies. Various forms of coercion, according to the men, are used to force employes to trade at the companies'stores, although they declare prices to be from 10 to 25 per cent higher at the companies' stores than at those in the nearby towns. The men also maintain that negro workers are charged higher prices than those charged to the white employes.

As a possible solution of the retail supplies problem, the miners are considering the establishment of co-operative stores, but the inability to find purchasable sites appears to constitute an insuperable obstacle, as all the land within and surrounding the workers' communities adjacent to the mines has long been owned by the phosphate mining corporations, according to the employes.

McClung
Callender.

PROPOSED WAGE SCALE

Docket No. 490 - -

All figures are based on an eight-hour working day.

THE FOLLOWING TO RECEIVE 72-1/2 CENTS AN HOUR

Mechanical Department
Machinists
Boilermakers
Blacksmiths
Pipefitters
Carpenters
Locomotive Engineers
Painters
Bricklayers
General Electricians
Car Repairmen
Foremen of above departments to receive 80 cents an hour

Armature Winders - - - - - - - - - - - -	80 cents an hour
Shovel Engineers - - - - - - - - - - - -	7.80 a day
Firemen - - - - - - - - - - - - - - - -	5.99 a day
Oramesman - - - - - - - - - - - - - - -	6.00 a day
Drag line operators - - - - - - - - - -	7.80 a day
Chief engineer of power plant - - - - - -	8.00 a day
Operating engineer - - - - - - - - - -	6.00 a day
Pumping station operators - - - - - - - -	6.00 a day
Mill foremen - - - - - - - - - - - - -	6.00 a day
Track and fleet foremen - - - - - - - -	6.00 a day
Yard and weighmasters - - - - - - - - -	6.00 a day
[illegible] - - - - - - - - - - - - -	[illegible]

CAR LOADERS (hazardous) - - - - - - - - - - 7.00 a day

All employes receiving	2.75	a day to get	- - -	4.75 a day
" " "	3.00	" " " "		5.00 " "
" " "	3.50	" " " "		5.25 " "
" " "	4.00	" " " "		5.50 " "
" " "	4.50	" " " "		5.50 " "

75

NATIONAL WAR LABOR BOARD

ORIGINAL COMPLAINT

Name of complainant V. Urquhart

Address of complainant Mulberry, Florida

Representing International Union of Mine, Mill and Smelter Workers, Locals No. 253, 254 and 255,

and others similarly situated and with like grievances.

Name of employer International Agricultural Corporation
C C Martin, Manager, Mulberry

Address of employer Mulberry, Florida

~~Grievances~~ Requests:

1. The right to organize and bargain collectively through chosen representatives

2. Reinstatement of all men discharged or discriminated against for trade-union activities, with pay retroactive to date of discharge

3. A minimum wage of 45 cents an hour, and increases and rates of pay as shown in the attached proposed wage scale retroactive to Sept. 6, 1918

4. An eight-hour working day with pay at the rate of time and one half for overtime and double time for Sundays and holidays

5. Immunity from the commissary (company store) system, with no discrimination against employes who trade elsewhere

Respectfully submitted,

V. Urquhart

10/17/18

1?—1597

National War Labor Board
Received File Room
NOV 2 - 1918
Gen'l File.....Case No. 692
No.....Class.....

Mulberry Fla Oct 23th 1918.

National War Labor Board.
Washington D.C.

Dear Sirs

I Was ordered to report for duty and on reporting for duty, was ~~told~~ asked if I belong to Union? I told him that I did. and Mr H. A. Ford A. G. M. stated that he did not nead me on account of my beloning to Union, also stated that he would atend to all other Watchmen that belong to Union

Yours Truly

H. C. Driggers

(International agricultural Corporation)

ADDRESS ALL COMMUNICATIONS TO THE COMPANY

International Agricultural Corporation

General Offices, 61 Broadway

Albert French,
Vice President.

New York, November 12, 1918.

Mr Wells

National War Labor Board
RECEIVED FILE NOV 21 1918
Case No. 690
Class

#690

National War Labor Board,
Mr. W. Jett Lauck, Secretary,
Washington, D. C.

Dear Sir:-

Replying to yours of November 6th addressed to this Company at Mulberry, Fla, beg to say that the opportunity you give us to submit our case to you, has been fully considered and while we thank you for your interest in our welfare, we beg to decline your offer with thanks.

Yours very truly,

Albert French

AF/L

Vice President.

690

690
Nov 12

690. Washington, D.C., November 20, 1918.

Paul E. Eve, Mulberry, Fla.

International Agricultural Corporation, Mulberry, Fla.

This will notify you that the National War Labor Board will hold examiners' hearings in the case of Employees versus International Agricultural Corporation of Mulberry, Fla., Docket No. 690, in Federal Bldg, Tampa, Florida, Monday, December ninth, ten A. M. stop Please be present in person or by representative and acknowledge redeipt of this notice by wire.

W. Jett Lauck, Secy.

National War Labor Board
Received File Room
DEC 16 1918
Gen'l File Case No. 690
No. Class

National War Labor Board
Received File Branch
NOV 27 1918
Case File..... Case No. 690
No..... Class.....

Washington, D.C.,
Nov. 25, 1918.

International Agricultural Corporation,
New York City.

Replying to your telegram of November twenty-fifth. stop Your failure to be represented at Tampa hearing December ninth and your refusal to submit to the jurisdiction of National War Labor Board will not operate to interfere with or prevent Board's proceeding with the case in regular order.

W. Jett Lauck, Secretary.
Nat. War Labor Board.

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT
EVANS BUILDING
1418 NEW YORK AVENUE
WASHINGTON, D. C.
TELEPHONE: MAIN 6600

TELEGRAM

DELIVERY NO.

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). 16—41306

b34ny bj 38 326p-

PO-NewYork.,Nov 25-18

2276

National War Labor Board

W Jett Lauck See'y

Washington,D.C.

Mass Ave

Your telegram twenty first addressed to our Mulberry office forwarded here for reply we will not be present at the meeting scheduled for december ninth at Tampa and we will not submit to the jurisdiction of your board

International Agricultural Corpn

National War Labor Board
RECEIVED FILE COPY
NOV 29 1918
Case No. 690
Class

NATIONAL WAR LABOR BOARD
Docket No. 690 Place Tampa, Fla.
Exhibit 7 Witness Ex Raleigh
At instance of Board
Compl. Deft. Interv.
Date 12/12/18 Reporter

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

National War Labor Board
Received File Found
NOV 1 0 1918
Cwl/File..... Case No. 683
Name..... Class.....
2 49

[redacted]

[redacted]

[redacted] CHICAGO ILL 18

[redacted] 3036

[redacted] NATIONAL WAR LABOR BOARD WASHINGTON DC

YOUR TELEGRAM STATING THAT NATIONAL WAR LABOR BOARD WILL HOLD
HEARINGS IN CASES OF EMPLOYEES [illegible] FRAP
AND FRANKER COMPANY CASES ILLINOIS DOCKET 468 IN COURT HOUSE CASPER
TUESDAY NOVEMBER 26 16 AM RECEIVED I WILL ATTEND THE HEARING TO REPRESENT
THE EMPLOYEES AT THE APPOINTED TIME

[redacted] FLORA

means
Chw

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

TELEGRAM

CLASS OF SERVICE DESIRED	
FAST DAY TELEGRAM	
NIGHT TELEGRAM	
NIGHT LETTERGRAM	

THE SENDER MUST MARK AN X OPPOSITE THE CLASS OF SERVICE DESIRED; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY TELEGRAM.

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED) TRANSMITS AND DELIVERS THIS MESSAGE SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS BLANK.

RECEIVER'S NUMBER

CHECK

TIME FILED

Form 2

SEND the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

New York, November 25, 1918.

National War Labor Board,
W. Jett Lauck, Secretary,
Washington, D. C.

Your telegram twenty-first addressed to our Mulberry office forwarded here for reply. We will not be present at the meeting scheduled for December ninth at Tampa and we will not submit to the jurisdiction of your board.

INTERNATIONAL AGRICULTURAL CORPORATION.

(CHARGE IAC)
AF/L
1:00 PM

FRD

National War Labor Board
Received File Room
NOV 29 1918
Case File..... Case No. 690
No..... Class.....

National War Labor Board
Received File Room
DEC 16 1918
Gen'l File Case No. 680
No. Class

680-681-682-683-684-685-686-687-689-690-691. (11 cases

NATIONAL WAR LABOR BOARD
TELEGRAM

GOVERNMENT RATES

OFFICIAL BUSINESS

Washington, D.C., November 20, 1918.

V. Urquhart, ~~xxxxxxx~~
P. O. Box 207,
Mulberry, Florida.

This will notify you that the National War Labor Board will hold examiners' hearings in cases Nos. six eighty to six ninety-one, inclusive, Employees versus various phosphate companies, in Federal Building, Tampa, Florida, Monday, December ninth, ten A.M. stop Board authorizes payment of expenses of two representatives of employees in each case. stop This does not limit number of witnesses that may be presented. stop Please acknowledge receipt of this notice by wire.

W. Jett Lauck, Secy., Nat. War Labor Board.

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

National War Labor Board
RECEIVED FILE COPY
DEC 1 1918
File No. 690
Class 37

A37 3J 12 NITE

MULBERRY FLO 21

W JETT LAUCK

SECTY LABOR BOARD WASHINGTON DC

YOUR WIRE TWENTIETH RECEIVED WILL BE IN TAMPA DECEMBER NINETH AS INSTRUCTED

PAUL E EVE.

no action

NATIONAL WAR LABOR BOARD
Docket No. 690 Place Tampa, Fla.
Exhibit 8 ~~Witness~~ Exr Raleigh
At instance of
Compl. Deft. Interv. Board
Date 12/12/18 Ida P. Barnett
Reporter

Washington, D.C.,
Nov. 25, 1918.

International Agricultural Corporation,
New York City.

Replying to your telegram of November twenty-fifth. stop Your failure to be represented at Tampa hearing December ninth and your refusal to submit to the jurisdiction of National War Labor Board will not operate to interfere with or prevent Board's proceeding with the case in regular order.

W. Jett Lauck, Secretary.
Nat. War Labor Board.

National War Labor Board
RECEIVED FILE COPY
NOV 29 1918
File..... Case No. 690
Class.....

ADDRESS ALL COMMUNICATIONS TO THE COMPANY

International Agricultural Corporation

General Offices, 61 Broadway

Albert French,
Vice President.

Mr. Watts

New York, November 30, 1918.

National War Labor Board
Received Mail Room
DEC 3 1918
Case No. 690
Class

Hon. W. Jett Lauck, Secretary,
National War Labor Board,
Washington, D. C.

Dear Sir:-

National War Labor Board - Hearing,
Tampa, Fla., Dec. 9th, 1918,
Case No. 690, Employees versus International Agricultural Corporation,
Mulberry, Fla.

In answer to your wire of November 21st, and since having written you in the above matter, we desire to advise you that we shall have a representative present in Tampa, Florida, on the 9th of December, at the Federal Building, at 10 o'clock in the forenoon, for the purpose of protesting against the National War Labor Board's assuming jurisdiction in the case of Employees, versus International Agricultural Corporation, designated on your docket as No. 690.

Yours very truly,

Albert French

Vice President.

AF/L

690

Company's Answer

Gentlemen:

In the matter of the case of Employees versus

The International Agricultural Corporation, Mulberry, Fla.
(This includes employees vs Pebble Phosphate Co., Prarie, Fla.)

we appear for the sole and express purpose of denying the jurisdiction of the board to hear a controversy that, in our opinion, does not exist; and, if it did exist, to hear it without the consent of both parties, our position being that we believe that the National War Labor Board was created by proclamation of the President of the United States for the sole purpose of having some tribunal to which could be submitted matters in controversy between employers and employees when they could not agree between themselves and when and if they both voluntarily desired to submit their differences to some other body.

We do not concede that it was ever the intention of the president, nor could it have been the intention of the government, to establish an arbitration board for the purpose of compelling either employer or employee to submit his differences to such tribunal when the employer or the employee did not desire to do so. This would be contrary to our Constitution, to the spirit of a free land, and of a free republic, such as this is.

In the case of Adair vs United States, reported in 208 U.S., 52 law edition, page 442, Justice Harlan used this very pertinent language:

> "While, as already suggested, the right of liberty and property guaranteed by the Constitution against deprivation without due process of law is subject to such reasonable restraints as the common good or the general welfare may require, it is not within the functions of government, at least in the absence of contract between the parties, to compel any person in the course of his business and against his will to accept or retain the personal services of another,

> or to compel any person against his will to perform personal services for another. The right of a person to sell his labor upon such terms as he deems proper is in its essence the same as the right of the purchaser of labor to prescribe the conditions upon which he will accept such labor from the person offering to sell it. So, the right of the employe to quit the service of the employer, for whatever reason, is the same as the right of the employer, for whatever reason, to dispense with the services of such employee. It was the legal right of the defendant, Adair, however unwise such a course might have been, to discharge Coppage because of his being a member of a labor organization, as it was the legal right of Coppage, if he saw fit to do so, however unwise such a course on his part might have been, to quit the service in which he was engaged because the defendant employed some persons who were not members of a labor organization. In all such particulars the employer and the employee have equality of right, and any legislation that disturbs that equality is an arbitrary interference with the liberty of contract, which no government can legally justify in a free land."

And that pronunciamento by Justice Harlan was in a case where there had been legislation by the congress of the United States. And state courts, construing the same sort of legislation, have held to the same effect, and the principles announced in the Adair case have been again affirmed by the supreme court of the United States in the recent case of Coppage vs State of Kansas, reported in 236 U. S., 59 law edition, page 441. Now, if an act by the congress of the United States or by a legislature of a state could not be justified under the Constitution of this country because depriving the citizen of the right of contract, which is guaranteed by the Constitution, how can it be contended for one minute that any board or tribunal can be established by proclamation of the president, even if he saw fit to do so, - which we deny that he did, - for the purpose of compelling

citizens of the United States to submit their controversies, or supposed controversies, to it against their will? We, therefore, deny that the National War Labor Board could have been established for the purpose of forcing employers and employees to submit their differences to it, except and unless they voluntarily desired to do so; and,

Secondly, we contend that it never was the intention that such should be the case when your Honorable Board was created.

We are quite well aware that the citizens of the United States have most gracefully and voluntarily submitted to the deprivation of many constitutional rights during the war. It was their pleasure to do so, in order that the war might be won; but the war has been won and there is no necessity now that there should be a continuance of the deprivation of any constitutional rights that have heretofore been guaranteed to the citizens of the United States. And in making this statement we are simply doing that which we think it is our duty to do as American citizens. The war is over, and if we are to be free from troubles in this country, if we are going to have normal times, those rights for which our forefathers fought and died must again be restored in their entirety to the people.

In the second place we contend that, if it be true that a tribunal could be and was established for the purpose of forcibly compelling employers and employees to agree upon such terms and to make such contracts as such tribunal saw fit to impose upon them because of the peculiar circumstances surrounding a case as might make it necessary that the tribunal should exercise such arbitrary power, no such

exigency exists here. There is no reason why this Board should assume jurisdiction of this supposed controversy.

We have been operating our plant without any trouble, and are still continuing to operate it. We are operating an open shop, and are treating all alike, union as well as non-union; we would never have had any trouble or differences with our employees had outside labor agitators remained away from our territory. Our employees, many of them, have been with us for many years, having been satisfied with wages and conditions, etc. We are now paying all the wages we can afford to pay. We have been free from labor troubles in the past. We have been operating for about ten years, and have at all times had the most harmonious relations with our employees, We have been humane, have taken an interest in them, and done everything that an employer, recognizing his employees as human beings and being a part of his establishment, should have done. We, as well as the other phosphate plants in this territory, are providing houses for our employees, lights, fuel. and water, without charging them anything for the same, and the phosphate companies in this territory have been doing that for many years. Since the world war all of the phosphate companies, together with ourselves, have increased salaries and wages of our employees at least three times; and the scale of salaries and wages that are now being paid to the employees, is as follows:

Chief Engineers of Power Station,	12 hrs. a day,	$165 to $250 per month
Operators, Power Station	12 hrs. a day,	$110 to $150 per month
Oilers Power Station	12 hrs. a day,	$2.75 to $3.00 per day.
Pit Foremen,	12 hrs. a day,	$100 to $150 per month.
Pumping Station Engineers	12 hrs. a day,	$100 to $125 per month.
Track Gang Foremen	12 hrs a day,	$100 to $125 per month
Floating Gang Foremen,	12 hrs. a day,	$125 to $150 per month
Mill Foremen,	12 hrs. a day,	$100 to $175 per month
Brown Hoist Operator,	12 hrs. a day,	$110 to $125 per month.
Drag Line and Steam Shovel Engineer	12 hrs. a day,	$125 to $165 per month
Gunners,	12 hrs a day,	$2.75 per day
Suction Tenders,	12 hrs a day,	$2.75 per day
Dam Tenders,	12 hrs. a day,	$2.75 to $2.85 per day.
Motormen,	12 hrs. a day,	$2.75 to $3.60 per day.
Washermen,	12 hrs. a day	$2.75 to $3.50 per day.
Oilers,	12 hrs. a day,	$2.75 to $4.50 per day
Car Rollers, Dry Rock,	12 hrs. a day,	$2.75 per day.
Firemen, Pumping Station,	12 hrs. a day,	$2.75 to $3.25 per day.
Firemen, Dryers,	12 hrs. a day,	$2.75 to $3.25 per day.
Firemen, Dickey Locomotives,	12 hrs. a day,	$2.75 per day.
Firemen, Shifting Engine,	12 hrs. a day,	$2.75 per day.

Firemen, Brown Hoist,	12 hrs. a day,	$2.75 to $3.25 per day.
Firemen, Steam Shovel,	12 hrs. a day,	$2.75 to $3.50 per day.
Firemen, Drag Line,	12 hrs. a day,	$2.75 to $3.50 per day.
Watchmen,	12 hrs. a day,	$2.75 a day to $100 per mo.
Electric Linemen, & Combination men,	10 hrs. a day,	$4.25 to $6.00 per day.
Armature Winders,	10 hrs. a day,	$5.00 to $6.00 per day.
Electric Helpers,	10 hrs. a day,	$2.75 to $3.50 per day.
Machinists,	10 hrs. a day,	$6.00 a day.
Blacksmiths,	10 hrs. a day,	$6.00 a day
Carpenters,	10 hrs. a day,	$3.00 to $5.00 a day.
Machinists' and Carpenters' Helpers,	10 hrs. a day,	$2.75 to $3.50 per day.
Blacksmiths' helpers	10 hrs. a day,	$2.75 to $3.50 per day.
Pipe Fitters,	10 hrs. a day,	$4.50 to $6.00 per day.
Labor, Floating Gang,	10 hrs. a day,	$2.50 to $2.60 per day.
Labor, Blasting Gang,	10 hrs. a day,	$2.50 to $2.60 per day.
Chief Electricians,	10 hrs. a day,	$125 to $175 per month.
Carpenters Foremen,	10 hrs. a day,	$140 to $175 per month.
Labor Track Gang,	10 hrs. a day,	$2.50 per day.
Labor Pit Flunkeys,		$2.50 per day.
Labor, Mill Dryers, and Yard,		$2.50 per day.
Mining Foremen,		$150 to $175 per month.
Car Loaders, work by the piece, and make every day that they work		$2.50 to $8.00 per day.

All of which compensation and wages are being paid to the before mentioned employees, in addition to furnishing them as above stated, with house rent, fuel, lights and water free.

We have never had any complaints with respect to wages until lately. There has been no such increase in the cost of living in the Mulberry district as to necessitate any increase of wages in order that the employee might live in comfort and ease, and this so-called controversy is an enforced one by certain outside labor leaders for the purpose only of unionizing our employees and making political capital for themselves.

Our output of phosphate has been contracted to be sold years ahead, as is the case with all phosphate companies in this district. Our phosphate was sold under contracts prior to the war, based upon conditions as they existed at that time and upon wages as paid at that time. These contracts must be carried out and the phosphate sold at the figures named therein; and should the demands of the employees be granted, we would be compelled to mine phosphate and sell it at a loss. This we do not propose to do. There is a limit to the amount of phosphate that there is in the earth, and we could better afford to shut down our plant until normal conditions return, and save the phosphate that is in the earth, which will be needed by the people in the future, than to undertake to mine it at a loss. We are frank enough to state that, if conditions should arise whereby we would be compelled to

mine phosphate at a loss, there is no doubt but that the mine would be shut down. Therefore, so far as the employees are concerned, it is with them whether they desire to work for us upon terms that heretofore have been satisfactory and upon terms that ought to be satisfactory to any employee, or that there will be no place for them to work, so far as this phosphate plant is concerned.

We, therefore, submit that outside labor agitators and disturbers should not be permitted to come into this situation to disturb the relationship heretofore existing between ourselves and our employees, and thus bring about a possible condition, whereby the net result would be to deprive our employees of a place to work, which they now have and which they have heretofore had. And these labor agitators will not be permitted to do so, insofar as we are concerned.

We trust this Honorable Board will appreciate and realize our position; and we know that it will respect us more for standing upon those rights, now that the war has been won, that every American citizen is proud of, rights which we intend to protect by every means afforded us by our government.

All of which is respectfully submitted.

Knight, Thompson & Turner
Attorneys for
American Cynamid Company.

REPRESENTING EMPLOYERS
LOYALL A. OSBORNE
C. E. MICHAEL
J. W. MARSH, ALTERNATE
W. H. VAN DERVOORT
H. H. RICE, ALTERNATE
B. L. WORDEN
C. A. CROCKER, ALTERNATE
F. C. HOOD
JOHN F. PERKINS, ALTERNATE

WILLIAM H. TAFT FRANK P. WALSH
JOINT CHAIRMEN
FREDERIC N. JUDSON WM. HARMAN BLACK
VICE CHAIRMEN
W. JETT LAUCK, SECRETARY

REPRESENTING LABOR
FRANK J. HAYES
ADAM WILKINSON, ALTERNATE
W. L. HUTCHESON
T. M. GUERIN, ALTERNATE
THOMAS J. SAVAGE
WM. H. JOHNSTON, ALTERNATE
VICTOR A. OLANDER
MATTHEW WOLL, ALTERNATE
T. A. RICKERT
JOHN J. MANNING, ALTERNATE

NATIONAL WAR LABOR BOARD

WASHINGTON

IN REPLY REFER TO DOCKET No.----------

January 4, 1919.

(Typist add this insert to this case following Recommendations.) merebh

"INSERT" ?

In re Docket #687.

The following letter and affidavit were received by the National War Labord Boardafter the Tampa Hearing was concluded, in the case of Employes vs. Palmetto Phosphate Company, Tiger Bay, Florida were handed to your examiner on January 4, 1919, these leters clearly show there has been further discrimination in this case.

FORT MEADE MINERAL WORKERS' UNION NO.254

For Meade, Florida

Dec. 31, 1918.

Mr. W. Jett Lauck,
Sec National War Labor Board,
Washington, D. C.

Dear Sir:

We submit for your consideration the following affidavit, and for early action of your board.

We are reliably informed that similar, and more drastic action, affecting a number of men, and possibly a considerable proportion on the employees of the Palmetto Phosphate Co., is contemplated by the management.

Some immediate official action to prevent a complete loss of morale by the men, is urgently necessary. Additional information can be furnished you if needed.

Please acknowledge receipt of this letter and affidavit and advise us as to what we may expect.

Respectfully submitted

G. W. K. COLLIN

R. D. COLE

PAUL SCHAILL

By S. A. Hancock Secretary
Ft. Meade M.W.U.#254

"EXHIBIT"A"

Fort Meade Florida, Dec. 30, 1918.

Personally appeared before me the undersigned, David H. Walker, who, after being duly sworn, deposes and says:

1. That on Saturday, December 28th, 1918 he was employed as pit foreman by the Palmetto Phosphate Co., at Tiger Bay, Fla., and had been so employed about four weeks.

2. The on the aforementioned date, instead of reporting for work, he remained at home, due to the illness of his wife, and that he was unable, after repeated efforts, to communicate with his employers by phone.

3, That it is his opinion and belief that the small amount of work to be done on that day was not hindered by his abscence: That he was so informed by Jno. Mancy, mine superintendent.

4. That on hearing he had been discharged, he went on Dec. 30th personally to the Assistant Superitendent, H. M. Mansfield and was told by him that his services were no longer required, because he had joined the Union.

5. Deponent further states that on December 7th 1918 he became a member and is at present affiliated with the Fort Meade Mineral Workers Union #254, and that he believes his membership therin to be the sole cause of his dismissal

D. H. Walker

Sworn and subscribed before me, this Thirteenth day of December, Anno Domini Ninteen Hundred Eighteen.

D.A. HANCOCK
Witness

N. A. PETERSON
Notary Public State of Florida
My commission expires Dec. 18,1920.

G. B. Hills
Witness. (Seal)

OFFICIAL BUSINESS

W. L. 5A.

TELEGRAM

GOVERNMENT RATES

NATIONAL WAR LABOR BOARD

Washington, D. C.
January 3, 1919.

D A. Hancock, Secy,
Mineral Workers Union,
Fort Meade, Florida.

Have wired Palmetto Phosphate Company and Coronet Phosphate Company notifying them of your complaint and informing them they should reinstate any men discharged for union activity or for testifying at National War Labor Board hearing stop Phosphate Mining Company has notified this office that Stephens has been reinstated.

W. Jett Lauck Secy.

End of Insert ?
(in 687)

Attest:

Secretary.

115

Docket No. 690

EMPLOYEES

VS

THE INTERNATIONAL AGRICULTURAL CORPORATION,
(This includes Employees vs Prairie Pebble Phosphate Co., consolidated with International Agricultural Corp)
Mulberry, Fla.

Employees Affected:

Male 400 Female None.

History:

On August 15, 1918, a letter was sent to C. C. Martin, general manager of this company signed by three committeemen, selected from union employees, submitting a proposed agreement or wage scale, requesting a conference to be held not later than Aug. 27, 1918 and requesting a reply to letter on or before Aug. 20, 1918, further stating that failure to receive a reply this action would be construed by employees as refusal of company. Company refused to meet committee.

Conciliator Bridwell, of the Department of Labor, came into the territory and tried to arrange a conference with the management but failed in all his efforts. H. A Ford, assistant general manager, refused to deal with the War Labor Board, Employees then filed complaint with this board, whereupon men were immediately discharged, which resulted in a strike at the Beisel Phosphate Plant. The Union then took the matter up with the Department of Labor, which referred it to the National War Labor Board. The Secretary of this Board telegraphed the Union officials requesting them to use their influence to pursuade the strikers to return to work, and further instructing them to file complaint against the company. The Union officials carried out the instruction of the Secretary of this Board and upon their representations that the Board would consider the case, the men returned to work, agreeing to abide by the decision and award of this Board. The Company would not enter into such an agreement. The Secretary of the Board notified the Company that examiners' hearings would be held. Company telegraphed this Board that it denied the Board's jurisdiction. Hearings were held at Tampa, Florida, Federal Building, Friday, December 13

Issues:

Hours:

[illegible] at the rate of time and one half for over time [illegible] and all legal holidays recognized by the laws of the

These holidays, as enumerated at the hearing, are:
The first day of the week(meaning Sunday);January 1st,New Year's Day;January 19th, birthday of Robert E. Lee;February 22nd, Washington's Birthday;April 25th,Memorial Day, June 3rd,birthday of Jefferson Davis;July 4th,Independence Day; first Monday in September,Labor Day; General Election days; Thanksgiving Day;December 25th, Christmas Day;Good Friday and also the day known as Shrove Tuesday commonly known as Madri Gras Day,in counties where there may be a carnival association.
These holidays are fixed by Act of the Florida Legislature and this language is used: "That wherever,in contracts to be performed in the State of Florida, reference is made to legal holidays, legal holidays shall be understood to be the following" , and then follows the list given above. (See Transcript of Testimony, pages 64 and 65 of Docket No. 680)

Company's Position.

Complete answer relative to this point ,as filed by attorney for the company, attached hereto.

Collective Bargaining:

Employees demand the right to bargain collectively,through chosen representatives, as recognized by principles of the National War Labor Board.

Company's Position

Complete answer relative to this point, as filed by attorney representing company, attached hereto.

Wages:- Employees demand minimum wage of forty-five cents an hour and wage scale for following classification; also demand that wage award be retroactive ~~pay~~ from Sept. 6th, 1918.

Company's Position.

Complete answer relative to this point, as filed by attorney for the company, attached hereto.

Mechanical Department.

Machinists	72½ cents	per	hour.	
Boiler makers	same	"	"	"
Blacksmiths	"	"	"	"
Pipe Fitters	"	"	"	"
Carpenters	"	"	"	"
Locomotive Engineers	"	"	"	"
Painters	"	"	"	"
Bricklayers	"	"	"	"
Electricians	"	"	"	"
Armature Winders	"	"	"	"
Care Repair Men	"	"	"	"
Foremen of above Depts.	80 "	"	"	"
Shovel Engineers	80 "	"	"	"
Cranemen	65	"	"	"
Firemen	60	"	"	"
Chief Engineers	1.00	"	"	"
Operating Engineer	75	"	"	"
Switchboard operators	60	"	"	"
Oilers	60	"	"	"
Mill & ~~Mine~~ Foremens	75	"	"	"
Yard & Weightmasters	75	"	"	"
Car Loaders (Hazardous)	75	"	"	"
Washermen	60	"	"	"
Gunners	n50	"	"	"
Suction Tenders	50	"	"	"
Motormen	50	"	"	"
Common Labor	45	"	"	"
Track & Float Foremen	75	"	"	"
Watchmen	60	"	"	"
Tractor operator	75	"	"	"

Hours:

All of these witnesses testified for the employees that 80% of the work men work 12 hours with no time for lunch, eating ~~some~~ same whenever possible on the job, under most unfavorable conditions; the other 20% ten hours; that men work twelve hours continuously in the pits and dryers, that the pits are always wet with mud ankle deep and sometimes to the knee and exposed to the elements; that conditions in dryers are almost unbearable from dust, so thick that a man can hardly breathe; that under these conditions a workman's health is so impaired at the end of a year or two that he must seek new employment; that only 50 to 60 percent of the men are furnished houses, free of rent, the other having to rent houses in villages from two to four miles from plant paying a rental of from $10 to $20 per month and walking to and from work; that long working hours make their homes only a place for

Copy 1

BEFORE THE NATIONAL WAR LABOR BOARD

National War Labor Board
Received This Record
JAN 11 1919

Employees

vs

International Agricultural Corporation and the Prairie Pebble Phosphate Co.

Dockets Nos. 690 and 691

Transcript of Proceedings

Tampa, Florida,

December 12, 1918.

CALE R. JONES
OFFICIAL REPORTER
[illegible]

BEFORE THE NATIONAL WAR LABOR BOARD.

-o-

Employees, Complainants, vs. International Agricultural Corporation, Mulberry, Florida, Defendant.	Docket No. 690.

-o-

Employees, Complainants, vs. Prairie Pebble Phosphate Co., Mulberry, Florida, Defendant.	Docket No. 691a.

-o-

Federal Building, Tampa, Fla.,

Thursday, December 12th, 1918.

11:30 o'clock a. m.

The hearing of this matter was taken up pursuant to notice.

BEFORE: Examiners Benjamin K. Raleigh, Ashton G. Clapham and William P. Meredith.

APPEARANCES: Edward Crough (503 Denham Bldg., Denver,

Colorado) and V. Urquhart (Secy. Local 253, et al., International Union of Mine, Mill & Smelter Workers, Mulberry, Fla.), appearing for complainants.

A. C. Turner of Messrs. Knight, Thompson & Turner, appearing specially for defendent.

-o-

P R O C E E D I N G S.

Examiner Raleigh: This proceeding is a hearing of the testimony and evidence in a complaint of the employees represented by Paul E. Eve, T. A. Cason, and D. E. Colding, Authorized Committeex of the employees of the International Agricultural Corporation of Mulberry, Florida, against that Company, the case numbered 690 on the docket of the National War Labor Board. Mr. Crough, will you state your claim and demands?

Mr. Crough: Will you members of the Committee give your names to the stenographer?

(Here Paul E. Eve, T. A. Cason, G. D. Whidden entered their appearance as representing the employees).

Examiner Raleigh: Who represents the Company?

Mr. Turner: I do.

Examiner Raleigh: Proceed, Mr. Crough.

Mr. Crough: This complaint was filed --- some four hundred employees employed by the International Agricultural Corporation of Mulberry, Florida, skilled and unskilled. We claim that this mining of phosphate is a war essential industry. We claim the wages are entirely inadequate to meet the living expenses. Eighty five per cent of the men work twelve hours, and fifteen per cent of the men, including mechanics, work ten hours per day. That there has been discrimination against Union men by this company which resulted in a strike there, and we request or demand an eight hour day and time and one half for overtime and double time for Sundays and holidays and the right of collective bargaining through chosen representatives and an increase of wages, and that discrimination against unions should cease and we also demand the reinstatement of men discharged because of union activities.

Mr. Chairman on August 15, 1918, the following communication was sent to Mr. C. C. Martin, General Manager of the International Agricultural Corporation (reading):

(Exhibit 1).

"Mulberry, Fla., Aug. 15, 1918.

"Mr. C. C. Martin Gen Mgr.
International Agricultural Corporation Co.,
Mulberry, Fla.

Dear Sir;

The undersigned Committee of your Employees,

selected by the Mulberry Mineral Workers Union No. 253, beg leave to submit the enclosed agreement and wage scale for your consideration.

We respectfully request that a conference be held between your or your authorized agents and this committee, the time and place to be designated by you; the conference to be held not later than August the 27th, 1918, so that amicable adjustment maybe arrived at respecting the enclosed agreement and wage scale.

We respectfully request a reply to this communication on or before Aug. the 20th 1918, Failure to reply to this communication within the date above mentioned will be considered a refusal.

Hoping you will give this matter favorable consideration we remain

Respectfully yours,

C. F. Singletree

D. E. Collins

T. A. Cason

Committee."

(Said letter, consisting of one page, was marked Exhibit 1, witness Crough, and is returned with this record as part thereof).

Mr. Crough then read the draft of proposed contract as follows:

(Exhibit 2)

"Contract.

"This agreement made and entered this _____ day of _____ Nineteen hundred and eighteen (1918) by and between the

Hereinafter designated as the Company, party of the first part, and Mulberry Mineral Workers Union, International Union of Mine, Mill and Smelter Workers, hereinafter designated as the Union, party of the second part.

Witnessed. Article 1.

Section 1. It is agreed that the Company shall employ members of the Union, and all employees working within the jurisdiction of the Union shall become members of the Union within fifteen (15) days after the adoption of this agreement. And all who may hereafter be employed by the Company, within the jurisdiction of the Union, shall become members of the Union within fifteen (15) days after such employment commences.

Section 2. It is agreed that the Company shall deduct from its regular pay roll the dues, initiation fees and assessments due the Union from the members thereof, for which an order shall be signed by the members of the Union. The Secretary of the Union shall supply a list of all deductions to be made on the _____ day of each month at the Company's office. Such deductions to be paid to the Secretary-Treausurer of the

Union on the _____ day of each month for the month next preceding. The Company to furnish a list of its employees when requested by the Secretary of the Union.

Article 2.

Section 1. The Company shall have exclusive right to hire and discharge employees, and this right shall not be abridged by the Union. The Company agrees that no employee shall be discharged because of his membership in the Union or his activity in its behalf.

Article 3.

Section 1. That eight (8) hours in each twenty four (24) hours shall constitute a shift of one day's work. All time worked over the eight (8) hour period to be paid for at the rate of time and one-half, and double time to be paid for Sunday and holiday work. It being understood that overtime shall be worked only when shown to be absolutely necessary or in case of emergency.

Article 4.

Section 1. It is agreed that the Union committee shall be recognized by the Company; take up and investigate any and all grievances that may arise between the Company and the employees in course of employment. And that no discrimination shall be exercised by the Company against the Committeemen in performance of such work.

Section 2. It is agreed that if any member of the Union has been discharged and it is shown, upon investiga-

tion, that he has been unjustly discharged, he shall be reinstated in former position and shall be paid wages in full for the period of discharge.

Section 3. All grievances arising between the Company ~~and~~ or its officials, and the Union and its members, that cannot be adjusted by the Manager or Superintendent and the Union Committee, shall be referred to an arbitration committee for settlement. Such committee to be composed of five (5) members, two (2) to be appointed by the Company, two (2) to be appointed by the Union, and these four to select a fifth (5) member. In case of inability to agree on the fifth (5) member, the United States Department of Labor shall be requested to design the Chairman of the Committee. The Plant shall continue in operation, pending the decision of the Committee. The decision of the Committee shall be binding upon all parties concerned.

Article 5

Wage scale

Electricians

Linemen	72¢ per hour.
Combination man	72¢ " "
Armature	77¢ " "

Railway Department

Locomotive Engineers	72¢ per hour.
Fireman	65¢ " "
Yardmasters	72¢ " "

Waymasters	72¢ per hour.
Foremen	85¢ " "

Power House

Chief Engineer	1.00 per hour.
Operating Engineer	75¢ " "
Second Engineer	65¢ " "
Switchboard Operator	55¢ " "
Compressor Man	55¢ " "
Oilers	50¢ " "
Firemen	60¢ " "
Producer Firemen	55¢ " "

Pumping Station

Engineer	75¢ per hour.
Oiler	55¢ " "
Fireman	60¢ " "

Drag Line

Drag Line Operator	85¢ per hour.
Fireman	50¢ " "
Oiler	50¢ " "

Brown Hoist

Operator	85¢ per hour
Fireman	50¢ " "

Steam Shovel and Tractor

Operator	85¢ per hour
Craneman	65¢ " "
Shovel Fireman	55¢ " "

Trolley Men

Trolley Operator	65¢ per hour.
Flagman	50¢ " "
Pole Tender	50¢ " "
Night and Day Watchman	60¢ " "

Mining Department

Pit Foreman	75¢ per hour
Dam Foreman	75¢ " "
Washer Man	60¢ " "
Oilers	55¢ " "
Motorman	50¢ " "
Gunners	50¢ " "
Suction Tenders	50¢ " "
Dam Tenders	50¢ " "
Track and Float Man	75¢ " "
Other labor not named above	45¢ " "

Mill Department

Mill Foreman	75¢ per hour.
Assistant Foreman	65¢ " "
Oilers	50¢ " "
Motorman	55¢ " "
Fireman	50¢ " "
Car roller	50¢ " "

Car Loader Dumps

Car Loader Dumps	75¢ ~~xxxxxxx~~
50 & 60 capacity box cars	1.50

Trolley Men

Trolley Operator	65¢ per hour.
Flagman	50¢ " "
Pole Tender	50¢ " "
Night and Day Watchman	60¢ " "

Mining Department

Pit Foreman	75¢ per hour
Dam Foreman	75¢ " "
Washer Man	60¢ " "
Oilers	55¢ " "
Motorman	50¢ " "
Gunners	50¢ " "
Suction Tenders	50¢ " "
Dam Tenders	50¢ " "
Track and Float Man	75¢ " "
Other labor not named above	45¢ " "

Mill Department

Mill Foreman	75¢ per hour.
Assistant Foreman	65¢ " "
Oilers	50¢ " "
Motorman	55¢ " "
Fireman	50¢ " "
Car roller	50¢ " "

Car Loader Dumps

Car Loader Dumps	75¢ ~~xxxxxxx~~
50 & 60 capacity box cars	1.50

70 capacity box cars	1.60
80 " " "	1.75
190 " " "	2.00

Mechanical Department.

Bri	Brick Mason	85¢ per hour
	Machinists	85¢ " "
	Blacksmith	85¢ " "
	Pipe Fitters	85¢ " "
	Painter	85¢ " "
	Car Repairers	85¢ " "
	Carpenters	85¢ " "

Foreman of the Mechanical Department to receive 90¢ per hour.

Article 6th.

Section 1. Nothing in this agreement shall deny or perclude the right of employees, either by themselves or through the Union, from taking up with the Company the question of unfair treatment or any matter not herein specifically agreed upon which may require adjustment.

Section 2. This agreement shall be in full force and effect for the period of one (1) year from the date of its adoption and thereafter until either party to this agreement shall give (30) thirty days written notice of their desire to terminate or change its conditions."

(Which draft of proposed contract, consisting of four pages, was marked Exhibit 2, witness

Crough, and is returned with this record as part thereof).

Mr. Crough: I will say that this request for a conference was completely ignored by the Company officials; and they refused to meet with a committee of their own employees and with Conciliator Bridwell of the Department of Labor tried to arrange a conference whereby the greivances would be settled or their would be some agreement between the Company and its employees regarding the wages, hours and working conditions and other grievances they complained of; and the Company refused to take any action to allow Mr. Bridwell to arrange any conference or have anything to do with him. Mr. Ford refused to do anything, or to confer with the Union Committee, or with any committee, even of his own employees. Mr. Bridwell recommended the case go to the War Labor Board, and the employees then filed their complaint with the Board. The men were discharged immediately after this, which resulted in a strike.

At the Diesel Power House Plant, Prairie Pebble Phosphate Company (reading)

(Exhibit 3).

"GRIEVANCES THAT AROSE AT DIESEL POWER HOUSE PRAIRIE PEBBLE PHOSPHATE COMPANY.

"Article 1. Custom of Company to give oilers overtime when one or more oilers would be absent, amount being

three hours.

Mr. Lane

One operator was allowed to give his oilers six hours over time and this time was excepted and men received pay for same.

The other Operator Mr. R. H. Mayo gave his Oilers three hours overtime and Chief Engineer Mr. Moor cut their time back to twelve hours or regular shift, And men refused to work any longer unless Mr. R. H. Mayo would have this time put back.

Mr. Mayo requested or ask for this time to be put back and was fired for doing so. After discharging Mr. Mayo the Chief Engineer Mr. Moor gave the oilers six hours overtime also made all kinds of promises if men would work on and stay out of Union.

The grievances committee was called in and requested a conference with Mr. C. C. Martin, the Gen. Manager and was ignored, refused to meet any committee, Business Agent V. Urquhart called Mr. Martin over Telephone and Mr. Martin stated that he did not want to meet any committee."

(This paper, consisting of one sheet, was marked Exhibit 3, witness Crough, and is returned with this record as part thereof).

Mr. Crough: On October 11 following was addressed to Mr. Martin a letter as follows (reading):

(Exhibit 4)

"Mulberry, Fla., Oct. 11, 1918.

Mr. C. C. Martin

City

Dear Sir

The undersigned committee appointed by Mulberry Mineral Workers Union employes of Prairie Pebble Phosphate Co request a conference with you October the 12th, for the purpose of adjusting grievances arising at Diesel Power House.

Kindly notify us at our respective stations.

Yours respectfully,

E. L. Hall,

R. H. Cason,

Committee. G. D. Whidden. "

(This letter, consisting of one sheet, was marked Exhibit 4, witness Crough, and is returned with this record as part thereof).

Mr. Crough: I want to say that when this letter was completely ignored by the Company, that the men at the power house walked off the job, and that Mr. Lowney notified our International President, Mr. Moyer, and Mr. Moyer wired the Department of Labor and after getting a reply sent a telegram to Mr. Lowney October 14th as follows (reading):

(Exhibit 5).

"J. C. Lowney

Mulberry Fla

Department of Labor wires me that matter of controversy Mulberry has been referred to National War Board and suggests that I wire employees to return to work and to await decision of the Board I advise committee wait on management agree to return to work pending decision of Board providing Company also agrees to same and that there shall be no further discrimination

Chas H. Moyer."

(Which telegram, consisting of one sheet, was marked Exhibit 5, witness Crough, and is returned with this record as part thereof).

Mr. Crough: I will also state that a telegram came in signed by W. Jett Lauck, Secretary of the National War Labor Board, while I was on my way to Birmingham, Alabama(?), whereby he requested that we wire down to Mulberry and request those men to go to work. That was the first information I had of any trouble in this phosphate district. Immediately on getting that information from Secretary Lauck I wired the secretary of the Union at Mulberry the following from Columbia, Tennessee (reading):

(Exhibit 6)

"V. Urquhart

Mulberry Fla.

"War Labor Board instructs men return to work and file complaint against Co. Employees of each Co. thru committees will sign complaint I will be in Mulberry Wednesday in the meantime have men return to work or War Labor Board will not handle case.

Edw. Crough."

(Which telegram, consisting of one sheet, is marked Exhibit 6, witness Crough, and is returned with this record as part thereof).

Mr. Crough: I will say, Mr. Chairman, that our International President, Mr. Myer, and myself did everything in our power to keep peace in the district and to put those men back to work and to place the case before the National War Labor Board. This action on our part, I think, will prove to the Board and prove to the Government and prove to the community at large that we, as Union representatives, were doing everything within our power to keep peace in that district, and that the attitude of particularly these employees in that district is responsible for that strike and may be responsible for future troubles in that district.

Examiner Raleigh: I will say, for your information, Mr. Crough, that under date of November the third, the National War Labor Board notified the International Agric-

ultural Chemical Company that this hearing would begin here on December 9th, and requested their presence, that the following telegram was received by the Secretary of the National War Labor Board (reading):

"New York, Nov. 25th, 1918.

National War Labor Board,

W. Jett Lauck, Secretary,

Washington, D. C.

Your telegram twenty first addressed to our Mulberry office forwarded here for reply. We will not be present at the meeting scheduled for December ninth at Tampa, and we will not submit to the jurisdiction of your Board.

International Agricultural Corporation."

I will also say, for your information, that in response to that this telegram was sent to this Company (reading):

"Washington, D. C., Nov. 25th, 1918.

International Agricultural Corporation,

New York City

Replying to your telegram of November twenty fifth. Stop. Your failure to be present at Tampa hearing December ninth, and your refusal to submit to jurisdiction of National War Labor Board will not operate with or prevent Board's proceeding with the case in regular order.

W. Jett Lauck,

Secretary, National War Labor Board."

Mr. Crough: I will say, Mr. Chairman, that in spite

of the action of Mr. Moyer and myself and other representatives of our International Union in trying to keep peace in that district, and to keep the men at work, that this Company all these months last summer while the war was on, took advantage of our position and kept continually refusing to meet committees or to allow anyone, even at that date while the war was on, even to allow the War Labor Board to hear the case, and refused to agree that the case should go to the War Labor Board at that time. We consider that their stand was unpatriotic, and we believe a thorough investigation ought to be made by the Board of the Directors of this Company and of their contract that they may have and foreign contracts, as to which I will introduce some testimony in this case.

Our understanding is that they shipped a great part of the stuff from this particular mine to Germany, which agrees with their statement now that it would pay them to allow this phosphate to stay in the ground until a future date, that they could fulfill future contracts; and we would like to know if it is the intnetion of this Company to keep the phosphate in the ground and deny it to the farmers of this country, that they may at some future date supply Germany with it.

We claim discrimination. There was a copy of a communication sent to the National War Labor Board on October 23rd, 1918, as follows (reading):

(Exhibit 9)

"National War Labor Board,

Washington, D. C.

"Dear Sirs:

I was ordered to report for duty and on reporting for duty, was asked if I belong to Union? I told him that I did, and Mr. H. A. Ford, A. G. M., stated that he did not need me on account of my belonging to Union, also stated that he would attend to all other watchmen that belong to Union.

Yours truly,

H. A. Diggers."

(Said letter, consisting of one sheet, was marked Exhibit 9, witness Crough, and is returned with this record as part thereof).

Examiner Raleigh: Is he present?

Mr. Crough: No, he is not present.

Examiner Raleigh: He sent the letter to the Company?

Mr. Crough: He sent the letter to the Company and also a similar letter went to the Secretary of the War Labor Board, Mr. Chairman. I will say that we accuse this Company of trying to establish a blacklist against Union men, and will introduce as evidence a notice posted up by this Company in the offices of the Assistant General Manager of Prairie Pebble Phosphate Company (reading):

(Exhibit 10)

"Prairie Pebble Phosphate Company,

Mulberry, Fla.

"OFFICE OF ASSISTANT GENERAL MANAGER."

Prairie, Fla., July 22m 1918.

All Concerned.

Herafter no one who has been discharged from the service at any previous time must be reemployed.

White men must not be employed by any one or promised employment before submitting their reference, which must include a recommendation from their last employers to this office or to the General Manager.

Yours very truly,

H. A. FORD

A. G. M."

(Said notice, consisting of one sheet, was marked Exhibit 10, witness Crough, and is returned with this record as part therof).

Mr. Crough: We say that this ruling on behalf of the Company is establishing a blacklist and we request that the Company be ordered to cut this out.

I will say that I have an affidavit here from a man that personally appeared and made the following affidavit (reading):

(Exhibit 11)

"State of Florida.

County of Polk.

Personally appeared before me B. A. Welch who being duly sworn makes the following statement. That about two months ago he made application the P. P. P. Co. for a position as motorman and that he was told by foreman, Mr. Hall, that he would have to go back to Pierce Mine for a recommendation, and that he applied for a recommendation from the Pierce Mines, but they refused stating that he did not need a recommendation and the Prairie Pebble Phosphate Co. refused to hire him without the recommendation. Sworn and subscribed before me this 17th Day of Sept. A. D. 1918.

(Signed) B. A. WELCH."

NOTARIAL SEAL."

(Which affidavit, consisting of one sheet, was marked Exhibit 11, witness Crough, and is returned with this record as part thereof).

Examiner Raleigh: Now I want to straighten something out here. This case is case No. 690 against the International Agricultural Corporation.

Mr. Crough: Yes sir; that is the Prairie Pebble Phosphate Co.

Examiner Raleigh: There was a complaint filed in that matter against the International Agricultural Corporation, of which I show you a copy, and then there has been another complaint filed against the Prairie Pebble Phosphate Company.

Mr. Crough: It is the same Company, Mr. Chairman. Sometimes they call them the Prairie Pebble Phosphate Company and sometimes the International Agricultural Corporation.

Examiner Raleigh: Now I want to call your attention to this. Here is a letter written on the letterhead or stationary of the Prairie Pebble Phosphate Company. Now here is the letterhead of the International Agricultural Corporation.

Mr. Crough: I believe there is some consolidation there.

Examiner Raleigh: The international Agricultural Corporation, as shown by this letterhead, has ~~aff~~ Albert French as President. Let me ask you this, Mr. Crough, whether you wish to have these two cases considered as one.

Mr. Crough: Considered as one.

Examiner Raleigh: The international Agricultural Corporation and the Prairie Pebble Phosphate Company?

Mr. Crough: Yes; there is just the one case, Mr. Chairman.

Examiner Raleigh: Then, Mr. Stenographer, we shall not have the Prairie Pebble Phosphate Company, Docket 691a, but shall amend the title in this case Docket 690 and call it the complaint of the Employees vs. the International Agricultural Corporation and the Prairie Pebble Phosphate Company, both of Mulberry, Florida, Docket No. 690. Proceed Mr. Crough.

Mr. Crough: I will say, Mr. Chairman, that ~~xxxxx~~ that affidavit (Exhibit 11) shows that there has some means been used by this Company, by compelling a man to go to another Company to get a reference, ---- that is used by this Company as a means of blacklisting men. In this case this man went to the Pierce Company and they told him he did not need any reference to obtain employment at the Prairie Pebble Phosphate Comapny, and yet the Prairie Pebble Phosphate Company refused to employ him because the Pierce Company would not give him any recommendation.to the Pebble. This should be stopped. We believe if this system is followed out by the Companies in this District, that it will result in strikes, that we cannot prevent or anyone else. We say that this Company has brought in several gunmen from other cities and those gunmen are going around the District there now walking up and down through the place where those men live, with guns on them, for the purpose of intimidating the men who are employed by this Company, and who are living in Company houses. We

say there is absolutely no need for gunmen of any kind in the District; that any troubles that might occur in the District we have a sheriff and proper officers --- county officers and local officers to take care of without having any Company import thugs from other places. This importation of thugs into theDistrict has led to bloodshed and a serious situation in Colorado, Michigan and various other districts where large corporations imported these kind of fellows.

I will say that we have been informed that some of these men are deputized by the sheriff of that county and paid by the company. We believe this is against the law of the State of Florida. We do not think any sheriff of any county has any right to deputize anx employee or general manager or any official of any Company and put an officer's badgeon him and allow him to be paid by the Corporation to do Corporation work. We resent this action of the sheriff and we call it attention of the National War Labor Board and ask them to make a complete investigation of the matter. I will say that our information is that even the General manager's brother-in-law is being deputized and employed by the Company as yardmaster.

We claim the scale of wages paid by this Company is entirely too low at the present time and we ask the following increases in the present wage and amount of men employed:

(Exhibit 12).

NO. EMPLOYEES	NAMES OF CRAFTS	HOURS	PRESENT WAGES	WAGE DEMANDS.
	Mechanical Department			
4	Machinists	10	60	72½
1	Blacksmiths	10	60	72½
1	Boiler Makers	10	60	72½
1	Pipe Fitters	10	45	72½
4	Carpenters	11	42½	72½
1	Locomotive Engineers	12	42½	72½
	Painters			
	Bricklayers			
2	Electricians	10	50	72½
1	Armature Winders	11	60	72½
1	Car Repairmen	10	42½	72½
4	Foremen of above depts.	10	41-66	80
	Shovel Engineers			
	Cranemen			
14	Firemen	12	23	60
1	Chief Engineers	12	48	1.00
2	Operating Engineers	12	41	72½
2	Switchboard Oper.	12	27	60
25	Oilers	12	23	60
9	Mill & Mine foremen	12	35	75
1	Yard & Weigh Masters	12	35	75
12	Car Loaders Hazardous		50-75	75

6	Washer Men	12	28	60
20	Gunners	12	23	50
7	Suction Tenders	12	23	50
7	Motormen	12	23	50
188	Common Labor	12	21	45
2	Track & Float Foreman	10	42	75
7	Trolley Operators	12	23	65
9	Watchmen	12	21	60
2	Drag Line Operators	12	35	80
1	Brown Hoist Operators	10	42	75

(Which list, consisting of one sheet, was marked Exhibit 12, witness Crough, and is returned with this record as part thereof).

Mr. Crough: We say we can put witness on the stand to show the character of the work down there, the conditions under which the men are working and the other various matters that I have already stated. I will ask that Mr. Rivers take the stand.

JAMES ALBERT RIVERS

called as a witness on the part of the complainants, testified as follows:

Mr. Crough: Mr. Chairman, I notice it is twelve o'clock.

Examiner Raleigh: We will adjourn then until two o'clock and hear this witness immediately after luncheon.

(Thereupon at twelve o'clock M a recess was taken until 2 o'clock of this Thursday, December 12th, 1918).

-o-

AFTERNOON SESSION.

Thursday, December 12th, 1918,
2 o'clock P. M.

JAMES ALBERT RIVERS

called as a witness on behalf of the complainants, testified as follows:

DIRECT EXAMINATION

BY MR. CROUGH:

Q. State your name.

A. James Albert Rivers.

Q. What position do you hold for the Prairie Pebble Company?

A. Hill motorman.

Q. You work in the Power House?

A. No sir; I work at the Prairie Pebble drying plant in the wet bin.

Q. Do you know of the conditions around there?

A. Yes sir.

Q. Suppose you make a statement to the Examiners of the condition.

A. Do you want me to narrate from ten minutes of six in the morning until quitting time?

Q. Yes --- a general statement.

A. Well I have the sole control of the operating department of the Prairie Pebble Phosphate Company. The lives of the people there are in my hand. I arrive there at ten minutes to six each morning. The old foreman gives me the signal --- highball as he calls it --- and I start this one hundred and seventy five horse power motor in motion to operate the plant for twelve consecutive hours. During that twelve consecutive hours every man in that plant is under my direct supervision. In ~~each~~ case any man would be hurt it is up to me to stop the machinery, or it is up to me not to stop the machinery. It has never been yet known to be for me to be within (more than) thirty feet away from the motor, although sometimes I am forty feet away. I am not supposed to be over thirty feet away from the motor. What I mean by that is, a direct call like that (snapping his finger). We have clutches there and I have twelve clutches, thirty feet over my head and five clutches under my hand within an instants discretion like that (snapping his fingers) to stop the mill or start it up. I am what they call an operating engineer. When that six o'clock whistle blows in the morning I start the mill in motion. The foreman under me then gives the signal to the foremen to put the gas to her and oil for about

thirty five to forty minutes we cannot see anything because of the smoke and gas. A good many people think it is a cinch up there and yet I stand it. If I had the Kaiser over here I could show him something about that.

Examiner Raleigh: Who is he?

A. I don't know; I hear a lot of people talking about him.

Q. You mean the German Kaiser?

A. Yes sir.

Q. Oh, I thought you meant somebody else.

A. No; I mean the German Kaiser. I was just joking--- the smoke is coming up there and I am six feet up in the air and can see nothing but a thick, dense smoke for forty minutes, inhaling the fumes and inhaling a lot of gas --- no way of escape --- positively no way of escape. They want to know how I can stand it and I often laugh and say, "well, bread and butter. That is all." I have fifty three sixteen candle power incandescent lights, two hundred and twenty candle power lights and for a successive twenty to forty minutes you cant see them lights burn. You cant do it.

Examiner Raleigh: Why?

A. The smoke is so dense. Then they have often asked me, in case of a breakdown, what would you do? Well, I says, "There is sign on my closet, 'Safety first'; and I will abide by that. I would not go in there myself --- I would

not, no. I would let the machinery go, or whoever happened to be in there. I would not try to stop it, because I couldnT see. But after the smoke clears away, then you have it nice and light like it is now.

Q. What causes that smoke and gas?

A. Why when they start up the roasters, just underneath me, eight reasters, they put them on all at once, and put the gas to it and light it just like the gas starts and when they get the gas in proper circulation to apply with the heavy oil which they have now burning to get it to its proper temperature, it forms a smoke. After about thirty or forty minutes they get this to a certain temperature and they get an acid in through the air, or in through whatever it is and it is all right for two or three hours probably, unless they have some accident in the meantime, which in various cases they have them every fifteen or twenty minutes. Now when they get through with the smoke problem, the gas question comes up after that. I will openely defy anybody, I don't care who it is, to stand over No, Eight roaster for three consecutive seconds and inhale the fumes of the gas coming up off of seven and eight. roasters --- defy anybody --- I donTt care who they are. There is only one escape and only one entrance going up into the dry bin. It passes directly through my department. Formerly there was another escape, but they cut it out. I will not allow anybody to go up on that ladder for the

simple reason is that it is under my direct supervision to start the clutches on the outside buckets. I have begged them time and time and again to put up a superstructure underneath that platform so that nobody gets hurt. Charles Sutton, the mill superintendent, says "Rivers, I will have it attended to as soon as I see W. W. Clark." I asked him one day about me taking that four-by-four and putting it up myself. He says, "That would be a very good idea." I says I will tomorrow morning. The next morning the four-by-four was removed, by whom I don't know. It still stands there anyway leaning on a forty five degree angle.

When the rock comes from the mines they have a big belt. It is up to me to start the buckets. There is where my trouble comes. I have to go up --- there are two different stairways and one independent ladder, and to escape the dust I go up thirty two and a half feet --- I have measured it often, and I get the gas then. In former times we had a horse power motor of the same identical desscription of the one I have now, but it was put out of commission and they put in an independent thirty five horse power motor that runs the buckets where they bring the rock up into my department from the mines exclusively. I have to start that what we call umpum-empty- you cant start it with any load on it whatever. In former times I could start the whole thing by putting in a certain clutch. Now, they have

an independent motor in there and I have to pull out all the clutches from the different mines and start it up empty, and then go up and shove my clutches in from what ever percentages are out and whatever bent it goes into. and come down and tell a man one or two or three bin or two and four bin --- whatever bins are not in., That is under my exclusive right to say where it goes, that is the wet rock from the ~~xxxx~~ hoist. Nobody has any jurisdiction over that only me. The percentage of the rock is derived from the office about three o'clock every afternoon, and he sends down word, if he wants rock changed from different bins he will say, so I will know, or so my foreman knows, and he gets orders to change it up into dry bin one or two or three or four grades.

Mr. Crough: Mr. Rivers, you have been working around Diesel engines and Snow engines? Do you know anything about them?

A. I certainly do.

Q. If any accidents ever occurred ---

A. You mean the chamber of horrors?

Q. Well, suppose you state what that chamber of horrors is.

A. Well, it is that awful --- I was down in the lower part of the Diesel house too.

Q. As I understand, you have got a Snow engine there, and pits down underneath the pipes in the pit and

and some kind of a gasket in this engine that blew out and ---

A. (Interrupting) Well, let me tell that.

Q. All right, go ahead and tell them in as brief time as you can.

A. We had a double eight motor Diesel engine in the Diesel Power House and this was an independent Snow engine --- they call it Diesel Power House because the Diesel engines were there before the Snow. There is twice the length of this room, and I judge it is thirty three feet across here. I think it is forty seven feet --- I am not sure --- from one end --- the --- yes it is forty seven feet from one side to the other, as I naturally will --- well, we will say it is forty seven feet. There is a pit, and there is a ladder leading down into that pit. At this time poor old Bailey was burned up there was no escape only coming up the same way as he went down. Then on the Snow engine there is an exhaust running up on the side of the engine. It is a sixteen inch pipe --- that is sixteen inches in diameter. They have down in there what they call the refill tanks --- the oil comes from the outside down in the cellar in big vats. The vats are --- I would say --- well, I never actually measured myself, but I would naturally say they were five feet deep and five feet wide; maybe vary a little bit either one way or the other. It is the duty of the oiler on nine and ten Snow engines to look

out for the oil in the pits that runs through the strainer. They have a strainer there like a sieve. She probably runs thirty six inches in diameter at the top and runs through a tube and it is like a pillow slip sack, and there is, once in a while you have togo down in there to see that there is no dust or anything that clogs up. That is the pit here. Twelve inches back of you --- you stand this way-- twelve inches back of you is an elbow right close up to that (?) that leads to the open escape. Chu-chu --- that is the way she goes. There is a gasket --- steel gasket at that time; what they have there now I don't know --- whether it is a steel gasket; but it was poor old Bailey's duty happened to be to go down and clean out this oil. This exploded and burned him practically to death. He had only one escape.--- They have four now --- to run up the ladder and he went thirty five feet and jumped in the pool, but we buried him.

By Reporter Johnson:

Q. Jumped in what?

A. In the pool -- the water pool.

By Mr. Crough:

Q. In cases of accidents there do you know anything about the Company signing a release?

A. I do. I done signed one myself.

Q. What is that release?

A. Well, when you get hurt or anything before you are dead, or before you are killed, they shove you in a big piece

of paper to sign right immediately. And that is releasing the Company from all damage suits. That releases the International Agricultural Corporation of London, England, connected with the Prairie Pebble Phosphate Company, both one and the same.

Q. So this International Agricultural Company is an insurance company.

A. Both one and the same; but their office is over in London, England. I have been there a hundred times myself.

Q. Now, prior to the war did you ever know of any of this phosphate being shipped by this Company to Germany?

A. Why, that's where they shipped all their phosphate; no place, only to Germany. That's where their whole commodity was, Amsterdam, Rotterdam, Bremerhoffen and all them foreign places.

Q. Did you ever hear of a man called Scheideman who is interested in that potash proposition in Germany?

A. No; but I know of a man by name of Ed Scheimann(?).

Q. Well, perhaps that it is the man.

A. He is the potash man. He is a direct agent of all the potash --- that is that comes out of the potash in Germany, and sells it to Morgan and ~~Company~~ Company. I know that for a positive fact.

Q. How do you know that?

A. Well, that don't pertain to this case at all;

but I know it.

Q. Well, would you mind explaining how you know it?

A. Well, probably if I did explain that thing they might discriminate against somebody and I would not want to do that. It is nobody in this house that it would discriminate against, but a brother of mine in Washington, D. C.

Q. Well, without mentioning any names, would it be possible for you to give some information as to how you know this?

A. Well --- yes.

Q. Suppose you to do this.

A. Ninety five per cent of the phosphate (potash) from Rotterdam, Amsterdam and Bremen comes through J. P. Morgan, Broad & Wall streets, New York City.

Q. Comes where?

A. To Mulberry --- comes to Mulberry.

Q. Did you ever hear of any move being made to unite these companies, the Prairie Pebble Phosphate Company and this potash company of Germany?

A. Well, not in a direct way; but in an indirect way I have heard of such a thing; and I tell you why I know about it. I have been out on the Barbary Coast --- in 1898 they had a seaweed out there that they could derive potash out of it; and they formed a company out there years and years ago; but the acid ~~xx~~ test would not stand up only twenty two and a half per cent, and we have to got to have

thirty three and a half per cent to get the acid to test in order to derive the benefit, to prove what the phosphate is --- right now. That is a chemist's test.

Q. All right.

A. And that fell through. I think they are still working on that same problem right now. I aint sure, but I think they still are.

Q. Do you know anything about an official of this Company being down here at a meeting of the Chamber of Commerce at Tampa a little while ago and talking about combining the potash industry of Germany and the phosphate industry?

A. Well, that is a well established fact that they have been wanting to.

Q. Why is it a well established fact? How?

A. Why it has been in the newspapers.

Q. What newspapers?

A. Been in the Times and in fact in all the papers down in Florida. If you happen to pick up a paper --- any paper a year ago --- in Miami you will say that phosphate potash industry is going to be made a good deal of from different industries incorporated. They are trying to get it by . at Ashville, North Carolina.

Q. Do you know of your own knowledge that this plant out here shipped a large part of their product to Germany?

A. That's the only place they ever did ship, because ~~the~~ I am in a way to know that is the only place.

Q. How do you know?

A. Well, I am up there in the shipping office all the time and ought to know. I am up there and I see the bills of lading. I will tell you how I know. Suppose you want to buy two hundred and fifty tons of phosphate and put it in box cars and you've got to come directly back to me and put it in the same pits and I have to bring it right back in the same descriptive way as wet rock. You've got to know the percentage of the rock and where it is going and where it comes from and where the bill of lading ~~xxxxx~~ ~~fromxand~~ is going and then in different ways I go up and down and see all this thing in transportation and it is a public thing. It is marked on the box car.

Q. Do you know of any shipments being made to Germany lately?

A. No sir, I have not. But there will be later though.

Q. What is the general impression down there among the company officials. Have they ever said that they had contracts with Germany to supply phosphate?

A. Well, I couldn't answer anything like that; but I could answer it in this way. When the Prairie Pebble Company bought over the Florida mine I know for a positive fact that they had to furnish rock to Germany.

Q. How do you know?

A. I happened to pick up a piece of paper one day and I held that piece of paper until I could take to to somebody else.

Q. What was this piece of paper?

A. "We the undersigned, still want you to send us rock at such a percentage and we will hold you to that agreement," and I never will forget it.

Q. Who was that signed by?

A. No name was on it at all. Florida Mining Company--- that is all. It was the Florida Mining Company.

Q. Well, who was it that signed that document?

A. I couldn't say who it was. I happened to pick it up one day going up in the yard.

Q. Was it some ~~London~~ mining company in the United States?

A. Why, it was the Florida Mining Company; that is the Prairie Pebble right now. They bought over the Florida Mining Company and they are filling their contracts right to this present date.

Q. Does this company employ any gunmen? Have they taken any gunmen in there to your knowledge in the last couple of months?

A. Do they do what?

Q. Bring in any outside men to be used as gunmen?

A. Why Christ! they have got thirty five gunmen down

there to my knowledge. Tom Allan and a whole bunch of those fellows from Citrus County.

Q. Where are they from?

A. The most of them are from Citrus County, and they walk around there with a big canister.

Q. What are canisters --- what is it, a revolver?

A. No, a canister is a big gun, and they come up in my department one day and those things ---

Q. What is that?

A. This big, long gunand they got a long holster and here is the way they walk to let you know they've got it.

Q. What are they doing? Walking around?

A. Walking around drawing six dollars a day and expenses.

Q. How do you know?

A. Because they have done told me what they were drawing.

Q. Told you they were drawing six dollars a day and expenses?

A. Yes sir.

Q. What do they do?

A. Don't do nothing only walk up and down, and go down town and try to bring discrimination against this organization and talk to this party and you and me and anybody else, but people wont listen to them.

Q. They walk up and down, where at this mine?

A. All around in through up there. I have a sign --- I didn't put it up there --- but it's been up there ten years I know, No Admittance, up in my Department. And this Tom Allen and this Cooney(?) and ten or twelve or more wanted to come up there and I said what do want and they said we are bring some friends and I says there is the sign No admittance. You cant come up here. You go overaand tell C. C. Martin that the day that he takes the sign down ~~xxxxxx~~ you can come up here. But until then, you cant as long as Jake Levins gives me my authority up here.

Q. Now I want to find just exactly what these gunmen do. Lets get that.

A. They don't do nothing. They walk around.

Q. Walk around?

A. Walk around.

Q. Well, do they let everybody see they have got those guns on them?

A. Why they let everybody.

Q. And tell the men to have nothing to do with this Union?

A. They say we are I. W. W.'s and things like that. Cooney, he says, there is going to be a strike.

Q. Who is Cooney?

A. He is the agent for Martin --- C. C. Martin.

By Examiner Raleigh:

Q. What is his name?

A. Cooney is his name, was just out of Plant City the ninth day of December --- the War Labor Board would never recognize the Union and he is imported in there.

By Mr. Crough:

Q. Have they imported any men in the last few days?

A. Five or six men there --- I couldn't tell you except up to last Monday. Last Monday they had thirty one. I am in a position to know. I am thirty five feet in the air and can see what is going on in the office; I can see everything that's going on. I will tell you something else, if you want to know it.

Q. All, what is it?

A. A man by the named of Mr. Carter, Sheriff of Citrus County, quit a six dollar a day job and came over there to be one of the gunmen, and when he heard it was an unfair proposition he went back home like a gentleman. I might say that I asked him why he said it was unfair proposition. "Why,"he says,"Cooney is the one that's come over here and he told me that there was going to be trouble."

Q. Who did he say said there was going to be trouble?

A. He told it to me himself.

Q. Do you remember what instructions the Union officials gave to the men --- the Union men working for this Company?

A. You damned right I do.

Q. What was it?

A. It is a well established fact.

Q. Well, what do you know about it?

A. Why the President said that our union iorganizations, if they would not go on a strike, would be rewarded.

Q. No, he did not say that ---

A. (Interrupting) Well, he said he would set the machinery in motion to reward it.

Q. Now the Union officials?

A. Now the International Union of Mine, Mill & Smelter Workers openely said, "You will not go on a strike." They positively did.

Q. That was told you by the Union officials?

A. By the Union officials of the United Mine, Mill & Smelter Workers.

Mr. Crough: That is all, Mr. Chairman.

Examiner Raleigh: One minute, proceed Mr. Clapham.

By Examiner Clapham:

Q. How many men in your employ there?

A. You mean in the drying plant where I work?

Q. Yes sir.

A. There are eight roasters and eight men --- that would be eight --- I believe there are thirty men directly --- well not under my supervision, but ---

Q. (Interrupting) I mean altogether.

A. Oh, in the dry and work bin altogether forty five men --- that is in the dry and wet bin about sixty three men --- this is only under one watch. That is the day watch.

Q. Well, I am talking about how many men they have in the plant employed both night and day.

A. Both night and day?

Q. In the plant, night and day.

A. I work days; so I suppose naturally we would have as many at night as in the day. I would say ninety men, give and take two or three men. In the daytime sometimes we hold four extra men all the time, that is, right in the dry and wet bin. This is outside of the car loading proposition. This is what it takes to operate the mill, ninety men, I would say or possibly ninety two men or eighty nine. I will give and take one or two men.

By Examiner Meredith:

Q. How many men did they work there a year ago --- about the same number or more men?

A. Just twice that many.

Q. More. You said this was practically all shipped to Germany prior to the time of our entrance into the war.

A. That was the only export place for it because I've been all in them ports.

Q. Now since our entrance into the war where does this accumulation go?

A. Why, they don't ship anything at all only in the interior; but they have interior mines.

Q. Where is that?

A. They have twenty five or thirty interior mines up

here in the ~~interior~~ state --- they own phosphate mines where they are grinding and crushing it. Prior to the war they used to ship it from Boca-Grande and Port Tampa; but after the war broke out you couldn't get the demand of men for loading and unloading it. Now they are hauling it into the interior. They have thirty seven plants --- this is the one individual company I am speaking of, --- the Prairie Pebble Company --- maybe forty different plants. I know all these things because I am in a position to know them.

Examiner Raleigh: These men that you refer to as gunmen ---

A. (Interrupting) Yes sir?

Q. (Continuing): are they deputy sheriffs?

A. Well, one of them Cooney is deputized by Logan, the high sheriff of Polk County. The other gunman, I cant say that he is any better than a gunman either, damn him, Danby --- C. C. Martin's brother-in-law --- he is deputized as a gunman too; and he is a union trainmaster.

Q. How do you know he has been deputized?

A. Why because we have been down there and asked.

Q. Who did you ask?

A. I have asked him individually myself, the young man, because I know him personally. He says, "Yes. I will bring in anybody from any foreign company and bring them in here and deputize them to protect the property of any description in case of trouble." "Well," I says, "Mr. Logan

there's no trouble. They are only doing so and so and so and so and should not do it." He says, "you have the same authority. If you want to be deputized I will deputize you." I says, "No, thank you, I don't need it."

Q. By Logan, you mean Sheriff Logan of Polk County?

A. Sheriff Logan of Polk County, yes sir. You can go down there tomorrow morning and say you are working for the Prairie Pebble and you want a Deputy Marhsall's badge, and you are working for them and he will give you one too.

Q. How many of these men are there do you say?

A. I guess thirty five or forty maybe fifty now. I have been up here, been away since last Monday and they are bringing them in over there every day and they are only bringing them from one district --- Citrus County.

Q. Does each one of them wear a badge?

A. No; only the two of them wear badges, Cooney and this other guy; I can't think of his name. I don't want to know his name anyway. He aint worthy of any decent man to know his name.

Q. How do you know that these men are paid by the Company?

A. They are on the payrolls as such --- as employees of the Prairie Pebble Phosphate Company.

Q. Have you seen the pay roll?

A. I am in a position to say.

Q. Well, have you seen it?

A. Well, do you want me to tell ?

Q. Yes sir.

A. Well, there is a fellow there by the name of Boswell, brother of this deputy marshall, right here now, and he is one of the gunmen, and he is the night mill foreman of the Prairie Pebble right now.

Q. Well, that is not answering the question. How do you know these men are being paid by the Company?

A. Why because they told me so. They will tell you so. This is an open secret. There is no secret about it. They tell you they are paid by them.

Q. Which one of them told you?

A. Every one of them --- Cooney and Arthur Boswell -- J. A. Boswell, and Tom Allan and every other one of them.

Q. Lets take them up one by one.

A. Well, there is Tom Allan. He is employed by them.

Q. Let's take up Cooney.

A. Cooney, he is employed by them. He is deputized as a UnitedStates Marshall now ---- Deputy Marshall.

Q. Did he tell you he was employed by the Company?

A. Why certainly he told me. I ordered him out of the mill, and he said he had a right there and I asked him his authority and he showed me his badge and I says all right you can come here, I says; but don't interfere with my niggers; but when he got to the gas end, he didn't come any

further, but went right down stairs.

Q. He showed you his badge. Is that evidence that he was a deputy marhsal?

A. yes sir --- deputy sheriff.

Q. ~~Did~~ It is evidence that he was a deputy sheriff?

A. Deputy Sheriff of Polk County.

Q. Is it evidence that he is employed by the Company?

A. It is a well established fact of years previous, and right not, that the Prairie Pebble has a deputy sheriff and pays them themselves, deputized by the sheriff --- the high Sheriff of Polk County. The taxpayers nor the citizens don't him, but the Prairie Pebble Phosphate Company pays him themselves.

Q. Now how do you know that?

A. It is an open secret; it is not a secret --- it is an open secret and everybody knows it.

Q. How do they know it?

A. Why they tell you themselves. I can be one or you can be one.

Q. Who tells those men what to do?

A. Why the high Sheriff tells them. I went down there myself to be one, and I would not take it. In order to be a night watchman at the Prairie Pebble you've got to be a deputy marhsl or a deputy sheriff at the Prairie Pebble Phosphate plant, up at the mill and down

at the Disel power house.

Q. Let's go back to Cooney again.

A. Yes sir; he is the ---

Q. (Interrupting): You have had conversations with Cooney?

A. Dozens of times. I have known him for years.

Q. What did Cooney say his purpose was?

A. Why he would not tell you anything about it. He is too slick an article. He is on what they call --- he is the direct boss of all the night watchman. Now that is his position right now, where six months ago they did not have any such thing. Now he is the direct boss of all the night watchmen.

Q. What other of these men have you talked with?

A. Talked with Tom Allen who used to be United States Deputy Marshal there in Duval County.

Q. What did Tom Allan say about his purpose and duties there?

A. He said he was over there after the money, when anything happened. And I says, "what do you mean, that there's going to be any trouble?" "Why," he says, "Cooney brought us over. He said there was going to be a strike over here." And I says, "Why, Tom, you're crazy, there is no such agitation," I says, "our organization will fine any member twenty five dollars who even speaks of it or advocates such a thing as strikes. That's something that

you ought to be ashamed of." And he walked away and I have never spoken to him since.

Q. How many of those men do you say there are there?

A. Well I dont know how many now; from thirty one to thirty three up there last Monday morning, but that was when ~~they left~~ I left.

Q. When do they bring them in?

A. Why they bring them in two or three every other day and two or three every night and bringing them in all from the same place too.

Q. When did they begin to bring them in?

A. I think it was five weeks ago --- five or six.

Q. Have you talked to any other of these men about their purpose?

A. ~~Yes sir~~ Why we speak to them all, yes sir. I have spoke to a good many of them.

Q. Tell me the name of another man you have spoken to.

A. Well, there is this one man in particular I have referred to, his name J. A. Boswell. He is now night mill foreman. I asked Boswell, "Well, how do you feel towards the Union?" He says, "I will tell you as to the Union I haven't anything to say. I am working for a living." I says, " All right." And he went right downto my superintendent, Mr. Charles Sutton, and says I tried to force him to join

the Union, (laughing). Charlie came up and asked me about it and I says, "No. I will tell you what I did say to him. Now you are my boss, and you are a better man than him, and I will offer you an application blank, but we cant accpet you because you are the mill superintendent." And I laughed and walked away. That's all there was to it. Two days afterwards Collins, the night foreman, quit; and Boswell took his job; and I asked a furlough because of the dust and ~~it~~ because it hurt me, so I had to lay off.

Q. Do you live in a Company house?

A. No sir; I pay a dollar a day for my board. I am a single man. If I was married I would not live in one of their houses anyway.

Q. Do you live in the ~~xxxxxxx~~ company boarding house?

A. No sir; I live in Mulberry.

Q. Do you ever get any advances of money?

A. Did ever I? I was supposed to, but I never could figure out where I got it from.

Q. What do you mean?

A. Well, I never seen it. In a general way do you mean?

Q. I don't mean an advance in wages; I mean did you ever need money and get money from the Company?

A. Oh yes,

Q. Was any interest charged?

A. No sir. That is one thing I will say. I cango

over to Mr. Estridge tomorrow morning, and tell him I want ten or twenty dollars and he will say, "Jim Rivers here you are," and I will tip my hat and give the devil his due.

Q. The officials of the Company know you are a member of the Union?

A. Oh, they all know I am a red-hot Union man --- and old Micky Ford ---

Q. (Interrupting) Who is he?

A. He is the Assistant General Manager.

Q. Did you notify them you were going to attend this proceeding?

A. I didn't have to.

Q. Did they know you were coming here?

A. Sure they knew it.

Q. Were there any obstacles put in your way?

A. I don't know as there is up to the present moment.

Q. Was there any objection made to your coming here?

A. I don't know.

Q. Prior to your leaving was there any objection made?

A. I couldn't see how there would be.

Q. Well, was there?

A. Why no, because I know my job is gone.

Q. You know what?

A. I know my job is gone. There aint in no use in

my trying to go back to work there.

Q. You mean you have been discharged?

A. No.

Q. You think you will be discharged?

A. I expect I will. I aint going to ask to go back to work. I will go and get another job, but I know there aint no use of me going back there.

Examiner Raleigh: That is all, Mr. Crough.

Mr. Crough: That is all.

Examiner Raleigh: Any questions of this witness, Mr. Turner?

Mr. Turner: No sir.

(Witness excused).

T. A. CASON

called as a witness on the part of complainants, testified as follows:

DIRECT EXAMINATION

BY MR. CROUGH:

Q. Mr. Cason, you are an employee of the Priarie Pebble Phosphate Company?

A. yes sir.

Q. Do you live in a Company house?

A. Yes sir.

Q. How many houses has the Company got out there?

A. About seventy five for whites and eighty five for colored.

Q. Have they houses enough to house all the employees?

A. No sirree.

Q. About what per cent?

A. About sixty per cent, I should say.

Q. Do they give a man extra wages if he has to rent a house elsewhere?

A. No sir. He has to pay his rent.

Q. Do they pay his rent if he has to rent a house?

A. No sir.

Q. So that the contention of the Company here, made by counsel for the Company, that they were giving free houses to the men is not correct?

A. No sir.

Q. Have you a first aid department out there?

A. No sir.

Q. Have you paid hospital fees?

A. Yes sir.

Q. How much do you pay?

A. Twenty five cents a week.

Q. You get doctor's services for that?

A. Yes sir.

Q. Do you have to buy your own medicine?

A. Yes sir.

Q. You mean that you take your prescription to the

drug store and get it filled?

A. Yes sir.

Q. And pay for it?

A. Yes sir.

Q. Any complaints about the doctor out there, --- about his not tending to cases regularly?

A. Yes sir --- among the colored people there is.

Q. Q. Suppose you explain about that.

A. Well, lots of times I am conveniently situated to the negro quarters and lots of times the men and women come down and ask me to phone for a doctor. I have a company phone in the house. Sometimes the doctor responds immediately, sometimes he will be two hours coming and sometimes six hours and in some cases I have had to call in another doctor, and in some cases I have stood reponsible to the other doctor that he would get his pay. Of course the employees paid him outside. Still the Company took the quarter out of his wages every week right along.

Q. What particular part of the plant have you been working in?

A. Well, in the mining department as pit foreman.

Q. Has there been any accidents out there from dynamite?

A. Yes sir. We use dynamite more or less every day in my especial mine. I would say some every day.

Q. Suppose you explain about some of those accidents.

A. Well, I had a man that got blowed up at number nine about three years ago. That was one of those pits they have those pits number one, two, three, four, five, and so on, and he got blowed up going up the bank, when the dynamite went off unexpectedly. He got blowed up going up the bank. A charge of dynamite went off and he disabled him and broke several of his ribs and broke his arms. And number eleven --- I can give the names, if you wish, --- another gentleman assisting one of the laborers, planting the dynamite to blow up a deep hole and they were planting down three dynamite sticks, and went to set them off, and some of them went off before they could get away, and threw him down and blew his eye out.

Q. There have been some accidents out there of recent years because of the use of dynamite?

A. Yes sir.

Q. And it is hazardous?

A. Yes sir. There has been more than I have named. I cannot recall them right now.

Q. Do you know of an accident that happened out there several years ago where a pipe fell on a man?

A. Yes sir.

Q. What was that?

A. He was uncoupling a pipe line. The pipe was laid originally on the original level of the land and we had mined this dirt out from under the pipe line, and we

used poles to sustain the pipe.

Q. Used two poles?

A. Yes sir, two poles let down into the ground to hold the nozzle pressure, and as he was uncoupling one of these places in these pipes, it gave way and the two poles fell and it fell across his stomach and crippled him.

Q. Could accidents of this kind be avoided if precautions were taken?

A. Yes sir.

Q. Do you know anything about the pits? Are they wet?

A. Yes sir; very much so always.

Q. The men are continually standing in the water?

A. Continually standing in the water.

Q. How long --- how many hours do they work?

A. Twelve hours.

Q. Does the Company supply rubber boots?

A. No sir.

Q. They do not?

A. No sir.

Q. Do you know where those cars are loaded from the dryers?

A. You mean the shipping cars?

Q. Yes.

A. Well, they are loaded from the dry bin, from the storage bin.

Q. The rock is hot?

A. Yes sir, often hot.

Q. What kind of clothes do the men wear?

A. In the summer time they don't wear any clothes at all; just have a few bags wrapped around them. There in the month of May and June I had charge of that department to build up while the car loaders were loading and ~~I would~~ see that they had plenty of cars.

Q. It was actually so hot from the heat of the rock that the negroes would just take off their clothes and have a few gunny sacks about them?

A. Yes sir. If one of them would stand in one place for a few minutes it would be wet just like you took a bucket of water and throwed it down --- perspiration.

Q. It is very dusty?

A. Very dusty --- so you cant stand it hardly inside of the car; very stifling.

Q. Do you know anything about the sanitary conditions?

A. Very poor.

Q. They are?

A. Yes.

Q. Will the company put in a bath room for you?

A. If you furnish the fixtures, they will.

Q. Did they put one in for you?

A. No sir; I have had the fixtures inside --- an improvised bath room for eight months. I have never got

no sewerage line away from the house, and I have a neighbor in the same fix.

Q. Did they say if you would get the fixtures, they would put in the connections for you?

A. Yes sir.

Q. And you bought the fixtures eight months ago?

A. Yes sir.

Q. And they are still lying there?

A. Yes sir.

Q. And the Company has not put them in?

A. I have asked the Assistant General Manager twice and they would tell me --- the last time I I asked him he said if you will have a ditch dug I will put the pipe in or we will put the pipe in. Of course I couldn't dig the ditch on my own expense. It would have been a ditch from three hundred feet long and two feet deep.

Q. Will they put in a bath room for white labor and negro labor?

A. The negro labor hasn't any bath facilities at all. The whites, they usually have a little improvised bath room, something similar to a ~~xxxxx~~ closet with a little shower put on an iron pipe with perforations in it. That is the way mine is. And I have seen the ~~xxxxxx~~ rent; and with holes bored in the floor and the water used in bath goes on through the floor and stands under you r house.

Q. Any place where bath rooms and sanitary toilets, where is the discharge of them?

A. Where is the discharge? It is some place --- what we term the headquarters where the office buildings are and the buildings of the firemen and chief electrician and superintendent and so forth is, there is a pool situated in front of these houses some three hundred feet from there --- ~~xxxxx~~ the discharge from those that have sewerage from those houses goes into that pool and there is no outlet from it, and it is very offensive at all times especially in warm weather.

Q. How is it in summer? A lot of flies and misquitoes?

A. Yes sir, there are.

Q. Very bad?

A. Awful bad.

Q. Do you know of any Government representative who has been in there looking over the situation?

A. I dont know the gentleman's name; but he is there at Lakeland Chamber of Commerce.

Q. So they have got him to come over and make an investigation have they?

A. Yes sir.

Q. How is the water in that pool?

A. Green.

Q. And the stench?

A. yes sir.

Q. Now the houses are they removed so the dust from the mills dont get there?

A. No sir.

Q. There is dust around those houses?

A. Some of the houses are within fifty feet of the dry bin where this loading is going on, and this storage takes place and smoke and such as that. There has been no means to prevent it and been none attempted.

Q. Now the negroes quarters, has each negro family a toilet of its own?

A. Some have open toilets of their own and sometimes two families have one together.

Q. And several families use the one toilet?

A. Yes sir.

Q. Are these open toilets?

A. Yes sir.

Q. Tell us about that long house that they have down there.

A. Why it is a house, you might call it a tenement house expressly built for single men, bachelors and some times they have three to a room and sometimes one to a room and a little shed; and sometimes there are three in one room. Then they have a little back room, cooking in a little shed. None of them steel.

By Examiner Raleigh:

Q. Is that white or negro quarters?

A. No sir, negro quarters. None of them colored houses are steel at all some of them six rooms houses --- most of them six room houses, them ~~km~~ houses for two families.

By Mr. Crough:

Q. Now in this long house have they garbage cans?

A. No sir, they have not.

Q. What do they do with the garbage?

A. Why they just throw it out at the back end. All of these colored quarters we have been speaking about are three or four hundred feet from the white quatres.

Q. Close to the white quarters?

A. Very close, yes.

Q. Do you know anything about Mr. Martin, the General Manager, calling a meeting of foremen and outlining a plan of the company employees to withdraw from the Union and he would give them a clubhouse?

A. I wasnot present at that meeting, but my brother was.

Q. Offered them a clubhouse?

A. Yes sir.

Q. If they withdrew from the Union?

A. Why that was the intimation. I dont think he ---

Q. (Interrupting) Did he ever make an offer like that before to the men?

A. Sir?

Q. I say, did they ever make an offer like that before to the men?

A. Yes sir.

Q. How long ago?

A. About 1910, I think.

Q. The men accepted the offer at the time?

A. Well --- yes, in a way.

Q. Did they get the clubhouse?

A. No sir; I have not seen it.

Q. So their promises aren't kept very well?

A. Well, I was not affiliated with the Union at that time and, of course, I didn't bother with it.

Q. The fact is they did make a promise to the men at the time that if they would do certain things ---

A. (Interrupting) Yes sir; I have heard several responsible men affiliated with the Union say so. Mr. Martin told them he would build them a clubhouse.

Q. Mr. Ford is interested there --- who is he?

A. The Assistant General Manager.

Q. He is interested in the store at Mulberry?

A. He owns a grocery store there entirely by himself. I suppose he does --- he has a sign H. A. Ford.

Q. How do you get the commodities at the grocery store?

A. He has a delivery man that calls around and takes the orders.

Q. Can you go in there and order a bill of groceries and get them?

A. Yes sir.

Q. Have they got a system of trade checks there?

A. Yes sir. I dont use them.

Q. You dont use the trade checks?

A. No sir.

Q. Do you know anything about the use of the trade checks?

A. yes sir; they only ones who use those are principally the colored and a small number of the whites. But if a man wants five dollars, the only way to get them s to go to the time keeper. The Company has a time-keeper that takes up the time and you go to the timekeeper and you have the time in and ask for five dollars/check, you get a little yellow piece of paper that states onit for H. A. Ford, to let so and so, whoever it may be have five dollars worth of groceries, and charged to our account.

Q. Now suppose a man bought three dollars worth of groceries on that five dollar check how would he get the balance of that?

A. They give it to him in aluminum change.

Q. Aluminum change?

A. Yes sir.

Q. A new kind of money they've got down there?

A. Company's own kind, I suppose.

Q. This Company has got money of their own even down here. Now is this aluminum money good in other stores?

A. No sir.

Q. It is not?

A. No sir.

Q. It is not worth anything except in this Company's stores?

A. No sir. Other stores wont take it because there is some trouble in getting it redeemed. They can take it all right and buy groceries from this store. I know one gentleman in town will take it from the men at a discount --- ten per cent discount --- and he uses it in the grocery store.

Q. He will discount the aluminum change and then go down to the company's store and buy groceries?

A. Yes.

Q. But the Company wont pay him cash for it?

A. No sir.

Q. Have you seen those men that we call gunmen out around there?

A. yes sir.

Q. About how many of them?

A. Well from twelve to twenty --- was when I left there. As I was leaving there last Sunday morning I understood there was six more came in. They were strangers.

I saw them coming to the plant. They were strangers.

Q. Do you know where these fellows came from, where they came from before they came there?

A. Came from the powder mills or around in Arcadia and Citrus County.

Q. Do you know of their bringing them in from Atlanta and elsewhere?

A. Yes; I have met one of them from Atlanta, Georgia.

Q. They are importing men from other states?

A. Yes, sir; but the gentleman I speak of, he was from Atlanta.

Q. Do they work in the pits?

A. I havent seen any of them at work.

Q. What do they do?

A. All I have seen them do is walking around the plant up and down the streets.

Q. Did you see them carrying guns?

A. Why, I seen guns on three of them - seen the handle of the gun. It was so heavy and the hip pocket was so shallow that the handle was very plain - it showed the handle outside of the coat.

Q. What were they, 45 Colts, or -

A(interrupting). Looked like they might be 38's, or something like that.

Q. Do they carry a club?

A. No.

Q. Or any stick?

A. No, sir; I have not seen any clubs.

Q. It is a fact that the company in the last five or six weeks has brought in anywhere from 20 to 30 of those men that go around there and carry guns?

A. Yes, sir. There was also one of those men sent out to me, we have two shifts, one day shift and one night shift, ~~xxxx~~ and he was sent out for me to put him on the day shift with instructions from the assistant general manager to show this man Mr. Boswell, now employed by the company, to give him all opportunities around your pit and pumping station and learn him how to pump and wash phosphate.

Q. How many years have you been working for the company?

A. Since February, 1903.

Q. Do you remember of when the war first started?

A Yes, sir.

Q. Do you know of this company shipping any phosphate to any foreign country?

A. Well, only by the tags on the cars being hauled out from the plant there and seeing in the newspaper certain boats, and these certain tags on the cars tagged to these certain boats - German boats.

Q. Where did they ship to - Germany or other coun-

tries?

A. I suppose it was going to Germany. It didnt give any destination. They did not give any destination. And you can see them now. They have tags on the car, you see that, and see the name of an English tramp or an American. It gives the name of the boat.

Q. Did you ever hear of a man by the name of Schmidmann(?)?

A. Well, there were two of them, the old gentleman and his son.

Q. Whom did they represent?

A. Why, at the time it was publicly rumored around there, I couldnt swear to anything about this, that the potash interests in Germany had been consolidated or associated with the phosphate industry of Florida.

Q. Did he remain around that plant for sometime?

A. He spent about 40 days there - the old gentleman did. The younger one, the son, has been there on several occasions. The older gentleman has never been there but one time that I know of.

Q. Did you hear anything about the company officials circulating a report that when you men joined an organization that it was German propaganda?

A. Well, sir, a short while after I put in my application to this organization, before I was initiated and

went in as a member, the assistant general manager - that was during the month of June that I was called from my regular place of business as the pit foreman to take charge of the yard and car loading. Mr. Ford met me or at least stopped me when I was passing his office, and he says, "I have been wanting to have a chat with you two or three days; but I never had an opportunity to catch you alone." He says, "What kind of an organization is this going on up here at Mulberry, anarchists or I. W. W.s?" I told him I hadnt heard of any such organization of that kind. "Are you a member of it?" I says, "No, sir, not yet." "I understand you are," he says. "Not yet," I says. He says, "I understand you are going to join." "Well," I said, "I am thinking considerably about it." He said, "Well, I am surprised. I thought you had been here a long time with the company and the company has been taking care of you." "Yes," I said, "but I think I have given value received for everything you have given me." "All right," he says, "I want to explain to you men my experience along that line, and what I know about unionism." He says, "I was a member of the dispatchers' union for several years and," he says, "I stood with them until they affiliated themselves with the American Federation of Labor. Then I dropped them when they went to taking in Tom, Dick and Harry and the ragtag and bobtail." That is the words he

used. "Now if you take my advice you will leave that organization alone." I said, "Why, Mr. Ford, I am surprised at you. I thought organizations were for the upbuilding of the community. I think they make better men out of the men who work here, and the company had better service and the men will feel better towards each other. You are not on these jobs to see how the men leave things for other men. It ought to make them feel more brotherly."

"No, it is the worst thing in the world," he says. "You fellows dont know how you are hooked up here." Well, Mr. Fleming had been down a few days before, the President of the Agricultural Corporation, and he was with Mr. Ford at the time, and he says, "Do you know that Mr. Fleming the other day told me that we were running at a loss here and if it was not for keeping up the reputations of domestic contracts" - that was home contracts, I suppose - "that they would shut down. And do you realize what sold this place? Do you know what sold this place in 1906?" I says, "Yes, sir." He says, "It was a prior contract they had, and the war came along and wiped them out." It was rumored at the time that the Prairie Pebble Phosphate Company was absorbed by the International Agricultural Corporation, and that Mr. Joseph Hull only had $3,000,000.00 invested there, and it was sold for $8,000,000.00. Now, that was public rumor around the plant at the time.

Q. Now, did he say anything about German propaganda at the time?

A. Yes, sir. He went on to state, after he found out I was a little bit bullheaded, trying to bust the union matter up, and he said he understood there was some German propaganda attached to it, and also understood the United States Government was working on that. And so shortly after that the United States Marshal, I understand, came out to Mulberry and talked to the postmaster and also th the manager of the mine and mill - to a phosphate town that supplies for different phosphate mines, - and they told him there was nothing to it. There was a gentleman, Mr. Silverman, runs a store there.

Q. Did you see any German propaganda documents that had been circulated by the union?

A. No, sir, I did not.

Q Did you hear any German propaganda being preached by the union?

A. No, sir. I sure told Mr. Ford -

Q(interrupting). Do you know of any German being affiliated with the union in any official capacity?

A. No, sir.

Q. So the fact is that the only German action to bind anyone down was between the manager of this company and some German interests?

A. I guess so, yes, sir.

By Examiner Raleigh:

Q. You were going to say something. Will you continue?

A. Oh, Mr. Ford mentioned about this German propaganda and the government going to investigate it, and I told him, "Why, Mr. Ford, the ~~nxxx~~ National War Labor Board would be the best investigator to investigate it; and whatever they find, I will be satisfied with." And it was rumored that Mr. Loomis from the American Agricultural Corporation, I believe, made that report in Tampa, and Mr. W. C. Spencer, the United States Marshal at Tampa, went out and made an investigation.

By Mr. Crough:

Q. Who told you that the war had wiped out all their contracts?

A. I didnt say that.

Q. I say, who told you?

A. Mr. Ford - Mr. Martin never mentioned unionism to me in any way, shape or form.

Q. So they did have contracts when the war came?

A. According to what he said.

Q. And they had been shipping phosphate to Germany before the war?

A. I suppose so.

Q. And the war wiped out those contracts; is that the

way you understood it?

A. That is the way I understood it. It might have been it wiped them out with other foreign countries also.

Q. What do you know about a doctor out there?

A. The doctors?

Q. Yes; what do you pay the doctor?

A. Pay 25 cents a week,a dollar every four weeks.

Q. Do you remember about men being discharged there which resulted in a strike?

A. Yes, sir.

Q. How did you come to get back to work at that time? Under whose orders?

A. The assistant general manager's.

Q. Who ordered you back to work?

A. The assistant general manager. I did not cease work at all.

Q. Did the union request you to go back to work?

A. I had not ceased work?

Q. You had not ceased work?

A. No, sir.

Q. I mean the men in the power house,- who requested them to go back to work?

A. I understood Mr. Urquhart, the secretary of the union.

By Examiner Raleigh:

Q. How long were they out on the strike?

A. About three days, I think.

By Mr. Crough:

Q. Do you know what officials of the International Union of Mine, Mill & Smelter men - what instructions they gave to the union men at this mine? Did they give them instructions to strike or to stay on the job?

A. Stay on the job as long as the country was at war and await the decision of the National War Labor Board.

Q. Do you know whether the International union told them how they could get their grievances settled?

A. Yes, sir.

Q. What was the best way to go about it?

A. Yes, sir.

Q. Well, how?

A. Thru the National War Labor Board - the government

Mr. Crough: That is all, Mr. Chairman.

By Examiner Raleigh:

Q. When do you get paid? How often do you get paid?

A. Every two weeks.

Q. What is your salary?

A. $135.00 a month now, - by the year - figured thirty and five-twelfth days to the month, 365 days to the year, and paid on a monthly basis per day.

Q. Have you one of your pay envelopes with you?

A. No, sir, I have not with me.

Q. How does your pay envelope read when you get it?

A. Amount due.

Q. And what else?

A. That is all.

Q. Is there any notation of deductions for the doctor?

A. There is a blank on there for deduction for the doctor, etc. The doctor's fee is deducted out. It is not placed on your envelope at all. That is understodd. In fact I was one of the foremen that signed the contract when the contract was first made, when we had Dr. H. T. Murphy of Mulberry, the original contract.

Q. Oh, you have a contract?

A. Yes, sir, if there has ever been any more to it I have never seen it. I have understood, tho, that it has been changed.

Q. So far as you know, tell us about the contract?

A. Why, the substance of it was that the doctor was to wait on the employes of the Prairie Pebble Phosphate Company,as it was at that time, and if he was out or was not competent, or the patient seen fit to require another doctor or wanted another one, this doctor, H. K. Murphy, was to furnish him at his own expense. So awhile after I started that contract I was operated on - I got hurt on the works and was operated on for hernia and Dr. Murphy did not have

any place to carry me to to do the work, and I requested to be sent to Plant City by boat line up here, and was operated on there and the surgeon that operated on me charged me $150.00. I paid that myself and Murphy never said anything about it.

Q. Did you ever make any claim on Dr. Murphy?

A. No, sir.

Q. This contract was entered into between the doctor and whom?

A. The company.

Q. The doctor and the company?

A. Yes, sir.

Q. And how did it come that the foremen signed it?

A. It was requested by the general manager that my brother, who was superintendent at the time, take this contract around and get the foremen, all that was satisfied with it, to put their signatures to it, that they were satisfied with the contract between the company and the doctor. This signing of the foremen was not in the contract; it was just attached.

Q. The terms of the contract between the doctor and the company then was that the company would deduct 25 cents per week per employe?

A. Yes, sir

Q. And would give that amount of money to the doctor?

A. Yes, sir.

Q. In return for which he would treat any employe?

A. Yes, sir.

Q. And that ~~is~~ if such employe was not satisfied with the services of that doctor - Dr. Murphy -

A(interrupting). Yes, sir.

Q(continuing). - the employe had the privilege of asking for another doctor -

A(interrupting). Thru Dr. Murphy.

Q. And Dr. Murphy would furnish that other doctor?

A. Yes, sir; and I have known that to be the case.

Q. Did you regard that as a good thing for the workmen?

A. No, sir, I did not at the time. I signed it under protest - told my brother when I was signing it that I did not believe it would be satisfactory.

Q. What were your objections to it?

A. Well, there was some objection to the doctor - the special doctor I have referred to.

Q. Objection to the doctor?

A. Yes, sir, by lots of the employes.

Q. What was the objection?

A. Well, on general principles that he was a Northern man and did not suit the Southern people, a little short sometimes and took his own time about responding, etc., to call.

Q. There was a lack of understanding and sympathy then between the workmen and the doctor?

A. Yes sir. There wasnt any of the laborers that signed this. It was only taken to the foremen. The foremen were supposed to influence the laborers under them.

Q. Do you know about how many laborers there were at that time?

A. About 700 at that time.

Q. Do you know whether or not according to the terms of this contract the doctor got the entire amount collected from the workmen?

A. I understood that he did. I didnt know of it, but I understood he did - thru the timekeeper. The timekeeper told me he did. The company took it and he was there himself some day or two following and got a check from the bookkeeper.

Q. Is there much sickness in the plant?

A. Considerable during the summer season and rainy season - fever.

Q. Do you know what amounts of money the doctor collected?

A. No, sir.

Q. Was there ever any feeling that he was underpaid or overpaid among the men?

A. Why, there was some feeling that he was overpaid.

Q. That he was overpaid?

A. Yes, sir.

Q. Suppose a workman objected to this payment of 25 cents a week; what would his remedy be?

A. Well, the doctor was employed by the company, and if he was not satisfied he could cease his services for the company?

Q. The workman could cease his services for the company?

A. Yes, sir.

Q. Was that doctor the only doctor in that town?

A. No, sir. He has an associate with him - has had.

Q. Are they the only two doctors?

A. No, sir; there is another one yet.

Q. If one of the workmen had employed the third doctor for many years and wanted his services, could he get this 25 cents doctor fee taken off?

A. No, sir, I dont think so. It never has been done.

Q. That was a compulsory charge that a man accepted when he entered the employ of this company?

A. Yes, sir.

Q. Have you ever talked to any of these men that have been referred to as cannisters and gunmen and -

A(interrupting). No, sir, I have not. Never even spoke to one of them.

Q. You dont know what their purpose is there?

A. No, sir, I dont.

Q. Do you live in a company house?

A. Yes, sir.

Q. Rent free?

A. Yes, sir.

Q. Light free?

A. Yes, sir.

Q. What kind of light have you?

A. Electric.

Q. Fuel free?

A. Yes, sir.

Q. Water free?

A. Yes, sir.

Q. How many hours a day do you work?

A. Twelve hours.

Q. What time do you go to work in the morning?

A. Six o'clock.

Q. Do you have any time off for lunch?

A. No, sir; take my lunch with me.

Q. What time do you get thru?

A. Sometimes I eat dinner at twelve o'clock; sometimes if I am broke down and want to get the mine running, it is two o'clock before I eat dinner. I catch a time and so do the laborers.

Q. What time do you leave work?

A. Six o'clock - well, after six o'clock.

Q. Are you a married man?

A. Yes, sir.

Q. Have you any children?

A. Two children, yes, sir.

Q. What do you do after you get thru work in the evening?

A. I go home, eat my supper, read a little bit and retire.

Q. What time do you retire?

A. About nine o'clock.

Q. You quit work at six. What time do you get home?

A. About 6.30.

Q. And you have about two hours and a half with your family before you go to bed?

A. Yes, sir.

Q. How many children?

A. Two.

Q. Girls or boys?

A. A girl and a boy.

Q. And how old?

A. One is five and one eight.

Q. The child which is eight, is she going to school?

A. Yes, sir.

Q. How near is the school?

A. About one mile - Mulberry.

Q. Is it safe territory for her to go to school in?

A. No, sir, not very safe. There is a railroad and automobiles going thru it and part of the way there is a pit on one side of the road about thirty feet deep in water.

Q. Does she have to go to school by herself?

A. Yes, sir, except some other kid going at the same time; and she has to cross the railroad tracks, trolley cars, and some of them trolley cars double up sixty miles an hour.

Q. Does the company know you are a member of the union?

A. Yes, sir.

Q. Did the company know you were going to attend these proceedings here?

A. Yes, sir.

Q. Were there any objections made?

A. No, I guess not. I told him, Mr. Ford, Saturday, and he made no objection. The only thing he replied to me was he did not know he would put in my place, there was so many foremen away. I told him he had extra foremen, or if not he could just shut down running the washing bin and I believe he did ask me how long I would be away and I told him I didnt know.

~~Qx~~

Q. You have no fear you will be discharged when you return?

A. None whatever.

Q. You spoke about men being hurt. Can you furnish us with the names of those men?

A. Yes, sir.

Q. Who was the man that the pipe fell on?

A. That was Will Maxwell and there were two men got blowed up with dynamite, Joe Jenkins and Moses Brown, ~~and~~ ~~thxxxxxxxx~~ colored fellows; and the man that got his eye put out with dynamite was J. E. Rogers.

Q. You spoke of a government officer who went to the mine to make an investigation of the conditions. Who was he?

A. I did not learn his name.

Q. Do you know what department he was connected with?

A. He told me he was connected with the health department under ~~the~~ Surgeon General Blue, I believe. He was catching mosquitoes and bottling them.

Q. Do you know what the result of his investigation was?

A. No, I dont. I seen him out there twice. He was there about six weeks ago and out there about ten days ago.

Q. Do you know whether the conditions have been remedied any since those visits?

A. No, sir.

Q. Hardly been time?

A. No, sir.

Q. What was the extent of his investigation?

A. Why, he was just walking around the houses there going in the dark corners and places around in the yards and under the houses and catching mosquitoes. He had some little contraption he was catching those mosquitoes with. His superior officer, I suppose, was the man that brought him out there. I noticed he investigated some water and looked at it in some of the different pools standing along the road between Mulberry and the plant. That is how came I to find out who they were. I asked him and he said they were investigating the water.

Q. Where are they from, do you know?

A. Lakeland.

Q. Now, this aluminum change that you spoke about, that was given by the company - no, by the dealer -

A(interrupting). Yes; not the company, you understand.

Q. Yes; I corrected myself. It was Mr. Ford's store that did give that aluminum change?

A. Yes, sir; I never had any occasion to use it.

Q. How does it stand?

A. Why, it is good for so much in merchandise; that's the way it stands about - good for merchandise, for five

cents or ten cents.

Q. Any name on it?

A I think Mr. Ford's name; I am not sure. I think some of it has.

Q. Have you got some of it here?

(Here someone in the audience brought up a piece and remarking, "That is only a nickel. It runs up as high as fifty cents.")

By Examiner Clapham:

Q. The men can deal anywhere they please?

A. Yes, sir.

Q. Nothing compulsory about it?

A. Nothing compulsory; but then they feel kind of a xxxxxxxxx delicacy in working for a company and directly, you might say, under Mr. Ford as assistant superintendent at the present time, they feel a delicacy in trading with anybody else.

Q. How do the prices compare at his store?

A. Why, very well.

Q. About the same as other stores?

A. Yes, sir.

Q. Does he carry anything but groceries?

A. Mr. Ford does not.

Q. It is the Mulberry Mercantile Company that Mr Martin is interested in?

A. In the Mulberry Mercantile Company.

Q. Does he use this aluminum money, too?

A. Yes, sir, and he will also use those trade checks in the dry goods store.

By Examiner Raleigh:

Q. Let me ask you, if a man has the time, and there is money due him, and he wants to get an advance in money to buy groceries, can he get an order for a cash advance?

A. No, sir. In some cases the older men there, the men that have been with the company several years can go to the office, if they have pretty good excuse, some relative dead or have reasonable excuse, and want a few dollars, they will let them have it. I kx have known that to be done.

By Examiner Clapham:

Q. Well, on pay day they pay in real money if you havent spent it all in the commissary, and drawn it out?

A. You get the real money, you mean?

Q. Yes.

A. Yes, sir.

Q. This money is only just as an exchange medium thru those two stores, the Mulberry Mercantile Company and M. A. Ford Grocery?

A. Yes, sir.

By Examiner Raleigh:

Q. If a man has no money and wants to get groceries

to feed his family and he has the time in, how can he get groceries?

A. Why, he has to procure a check from the timekeeper - one of these time checks I have just spoken of, and take it to the grocery store.

Q. How about the negroes - the older negroes employed there? Can they get advances in money - real money?

A. No, sir, only occasionally, just as I have spoken about when one of his relatives is dead or some of his family has died or something like that.

Q. In what denominations do these orders come in?

A. You mean these checks issued by the timekeeper?

Q. Yes, on H. A. Ford?

A. One to five dollars.

Q. Can you get a two dollar check?

A. Yes sir, you can get a two dollar check.

Q. Can you get a three dollar check?

A. Yes, sir.

Q. Or you can get a four dollar check?

A. Yes, sir, xxxx

Q. Or a five dollar check?

A. Yes, sir.

Q. So there would be little necessity for having much change, if a man knew what he wanted?

A. Yes, sir.

Q. And knew approximately what it would cost?

A. Yes, sir, not much necessity for change. Usually the way when negroes want cash, as a rule, or a low grade white man, you go and get one of those checks and go and take it to somebody that is buying groceries and give it to him for a discount to get the real money. These older colored men that I speak of, that go to the office for money, the foreman usually has to stand good for him. His foreman usually has to give him a recommendation to the cashier to let him have it.

Q. You say these checks are subject to a ten per cent discount in the other stores?

A. Well, I have known them to be cashed at ten per cent. I have also known of them to be cashed at 25 per cent.

Q. Have you ever known of them to be cashed at their full face value?

A. No, sir, I have not.

Q. I notice here one of these checks issued by the Mulberry Mercantile Company. Is that interchanged with H. A. Ford?

A. Yes, sir.

Q. Who owns the Mulberry Mercantile Company?

A. It is a stock company, and our general manager is interested in it.

Q. Mr. Ford.

A. Mr. Martin.

Q. There are other stores in Mulberry, are there?

A. Yes, sir.

Q. Of the same kind?

A. Yes, sir.

Q. Are you men obligated to buy at either one of these stores?

A. No, sir.

Q. Nothing ever said about doing your purchasing at these stores?

A. Well, not to me, no, sir; but I have heard of it being said to other parties, to the engineer and the foreman, about trading at the other stores and owing the Mulberry Mercantile Company.

Q. What did you hear from the engineer?

A. Mr. Douglas, who operates the hydraulic pump, told me about Mr. Martin called him in the office sometime ago, about a year ago, and told him he understood he was going on the outside and spending his cash and was owing a bill at the Mulberry Mercantile Company and was knocking the Mulberry Mercantile Company, that they were selling their stuff too high.

Q. How do you know Mr. Martin was interested in the Mulberry Mercantile Company?

A. I was interested in the Mulberry Trading Company, which was liquidated some years ago, and Mr. Martin was interested there; and my brother is a stockholder in the Mulberry Mercantile Company there, and he tells me Mr.Martin is a stockholder, and Mr. Martin takes an interest in it, and I suppose he is. It is publicly known there by all the men that works at the Prairie Pebble Company that Mr. Martin is interested in the Mulberry Mercantile Company. In fact he told us, this gentleman that I just speak of, that he was interested there heavily there, and was getting but little return on his investment. Mr. Martin also wrote a letter to me after the Prairie Pebble Company was liquidated stating that he would be glad if I would use my influence for the men to trade with the Mulberry Mercantile Company in case they had to buy dry goods, and if they did not get good treatment there he would like to be informed about it. In fact I think he wrote that kind of a letter to all the foremen over the job.

Q. Do you happen to have a copy of that letter?

A. No,sir; I havent got it.

Examiner Raleigh: The union in making this complaint to this Board also sent in this letter which they received, on the letterhead of the Prairie Pebble Phosphate Company, Mulberry, Florida, dated July 18th, 1918, headed "Labor. "To the Foremen and Heads of Departments: We are very

short of labor at the mill at Prairie.

Any laborers applying to you for work and you are not able to use them, direct them to the mill where they can get employment.

Both day and night forces are short of labor. This is very important.

Yours very truly,

ME C. P. Martin, General Manager."

By Examiner Raleigh:

Q. Do you know when that was posted and what the purpose was?

A. They wanted to run a night shift at the mill and did not have labor enough.

Q. Was this prior to the union labor trouble that they had down there?

A. Yes, I believe it was. I am pretty sure it was.

Q. Do you know now whether they have got all the labor by means of this letter?

A. Well, I furnished them some labor from my pit to help out - from my own force to some extent.

Q. Here is a letter written on the letterhead of the Prairie Pebble Phosphate Company at Mulberry, Florida (reading):

"August 26th, 1918.

All Employes

Prairie Pebble Phosphate Company.

Our officials realize that living conditions at this time warrant an increase in wages and they are now considering the question in all its phases and will decide at as early a date as possible the increase they feel justified in making.

Any increase granted will be effective September 1st, 1918.

In all other respects this plant will continue to operate as heretofore.

Yours very truly,

H. A. Ford,

Assistant General Manager."

(The above two letters were marked respectively "Exhibit 13" and "Exhibit 14" and were retained in the files of the Examiners.)

By Examiner Raleigh:

Q. Did you get any increase after that - November 1st, 1910?

A. Yes, sir.

Q. How much?

A. $20.00.

Q. That was a $20.00 increase in what?

A. On the month.

Q. What were your wages prior to that?

A. $115.00 per month.

Q. And you were granted $20.00 per month increase?

A. Yes, sir.

Q. When had your salary been increased prior?

A. First of January last.

Q. How much was the increase then?

A. $15.00.

Q. That was January 1st, 1918?

A. Yes, sir.

Q. And what had been the increase prior to that?

A. Why, $10.00 - I was getting $100.00 a month at the outbreak of the war, and I was given $10.00 a month.

Q. Let's get this straight. How long have you been with the company?

A. Sixteen years next January - next February.

Q. How much money did you get when you entered the employ of the company?

A. A dollar and a half a day.

Q. For doing what?

A. Why, pulling cars in the mill - the dump cars that takes dry phosphate from the discharge of the roasters to the storage bin.

Q. What was your next increase in salary?

A. Took charge of the washer where the phosphate was washed after it is mined from the pit - $1.75 a day.

Q. That was for an increased service?

A. Yes, sir.

Q. Then what was your next increase?

A. Charge of overburden pit, $60.00 a month - $2.00 a day - where they stripped the overburden to get to the phosphate.

Q. Is that the uniform rate of pay for work of that class?

A. It was at that time.

Q. When was your next increase?

A. About 1905. It was $5.00 a month. I took charge of a rock pit.

Q. Was that the uniform rate of pay?

A. At that time.

Q. In that place where you worked?

A. Yes, sir.

Q. What was the next increase?

A. 1907, I got an increase to $90.00 a month.

Q. For a different grade of work?

A. No, sir, same grade of work.

Q. Then what was the next increase?

A. About 1908, I got an increase to $100.00 a month to take charge of the overburden pit.

Q. In 1908?

A. Yes, sir. That was to take charge of the over-

burden pit in addition to the rock pit - be foreman of both places.

Q. Then in that case that was increased compensation for added responsibility?

A. Yes sir. They had been giving an overburden man $60.00 a month and the rock pit foreman $75.00 a month and the promise I got from the general manager and Mr. Joseph Hull at that time was that if I could make a success of it and take charge of the overburden pit, they would increase my salary to $125.00 a month, and at the time being they would give us a ten dollar raise. We got the ten dollar raise, but I never did get the $125.00.

Q. When was that

A. About 1908.

Q. When was your next increase, or decrease?

A. In 1914, in August, it was cut ten dollars, back to $90.00.

Q. In August, 1914?

A. Yes, sir.

Q. What was the reason for the cut?

A. War - cut down production.

Q. Production was cut down at the beginning of the war?

A. Yes, sir.

Q. How do you know that? Who told you that?

A. Yes, sir.

Q. Who told you?

A. Mr. Ford.

Q. You were in a position to know whether the production was cut down or not. Was it?

A. Oh, yes; we cut it considerably. We had about four or five mines at the time and they cut it down to one.

Q. Then a good many men were discharged?

A. Laid off, yes, sir.

Q. And the other men cut?

A. Yes, sir.

Q. Now, did that cut extend to all classes of labor?

A No, sir.

Q. What class of labor were not affected by the cut?

A. Well, the chemist was not affected.

Q. Well, that's hardly - you say the chemist?

A. The chemist - he was not affected.

Q. Yes.

A. The mill foreman was not affected.

Q. How about the common labor, was that affected?

A. Yes, sir.

Q. How much was the cut in that case?

A. They cut it from $1.50 and $1.75 a day back to $1.25.

Q. Now, what was the next change in the wage at that plant?

A. Well, it went on at that until November, 1915. We circulated a petition - all the foremen signed it - to the general manager and his assistant that we did not see how we could exist on the amount we were getting; and they referred it to headquarters in New York and in 1916, the first of January, we got restored back to our original wage.

Q. Did that affect all classes of labor?

A. Yes, sir.

Q. Everybody who was working in the mine got an increase?

A. Yes, sir.

Q. Now, about the same time was the production increased?

A. Yes, sir

Q. More men were employed?

A. Yes, sir.

Q. And then what happened?

A. Why, we continued on to mine - not as much as we was, tho - not as much as previous to the war. It never has got back to normal yet - prewar conditions - in production, I mean.

Q. Were there any increases after that?

A. 1916?

Q. Yes.

A. Yes, sir - the one just mentioned in 1918 - in

January and September.

Q. Now, the January one was how much?

A. $15.00.

Q. That was in your case?

A. Yes sir. Now, whether that applied to everybody - I dont think it did.

Q. You dont know whether it applied to all classes?

A. No, sir.

Q. Do you know whether it applied on the common labor?

A. I dont think it did.

Q. Now the next, did that apply to all classes of labor?

A. Yes, sir.

Q. How much was that - what per cent?

A. Well, it was not a percentage. It was a kind of an arbitrary.

Q. What was it in your case?

A. Twenty dollars a month.

Q. And do you know what it was in the case of common labor?

A. Well, the common labor was increased from $1.75 to $2.00 and $2.50. Common labor gets $2.50 now.

Q. Here is a letter on the letterhead of the Prairie Pebble Phosphate Company, headed office of the assistant general manager of the Prairie Pebble Phosphate Company, Mulberry, Florida, January 2nd, 1918, and is addressed to

all concerned and it reads; Hereafter no one who has been discharged from the service at any previous time will be re-employed. White men must not be employed by anyone before submitting their references, which must include recommendation from last employer to this office or to general manager. Did you see that letter posted?

A. Yes, sir; I got one of them.

Q. What did it mean?

A. Why, the way I construed it, it was not to employ a man, but to send him to the office or to Mr. Ford, rather, and if he was a union man he would tell him he couldnt get employment. That's the way I construed it.

Q. This letter was written then subsequent to the formation of the union in this plant?

A. Yes, sir, afterward.

Reporter Johnson: Afterwards?

A. Yes, sir; after the union was organized.

By Examiner Raleigh:

Q. Before the union was organized had the foremen been authorized to employ labor themselves?

A. Yes, sir; been customary if a man needed a laborer, why, he employed him if he could get him. In fact I did not pay any attention to that. I continued my old, customary rules.

Q. Were the negroes organized in this plant?

A. Yes, sir.

Examiner Raleigh: Have you any questions, Mr. Meredith?

Examiner Meredith: No.

Examiner Raleigh: Any questions, Mr. Clapham?

By Examiner Clapham:

Q. You speak of your brother being interested in the Mulberry Mercantile Company. Is he an employ in the plant?

A. Yes, sir.

Q. What is his position?

A. He is mining foreman at the present time.

Q. The sewerage, how far is that from the superintendent's house and the houses of the officials?

A. Well, the superintendent - the general manager, he stays here part of the time and stays out at the plant part of the time; and then he has his house away from the main headquarters - the office - the main headquarters out there; and he has another building owned by the company about two and a half miles or three miles away from there. He does not stay in the house at the plant but very little.

Q. Is that Mr. Ford?

A. Mr. Martin. Mr. Ford is the assistant general manager. He has a house about a mile and a half from the plant, or two miles

Q. They dont get any bad effects from this sewerage?

A. No, sir.

Q. What kind of drinking water have you?

A. We have deep well, or rather, artesian water.

Q. That is pumped up in a tank?

A. Yes, sir.

Q. Do you use that at all the houses?

A. Yes, sir.

Q. Do the negro laborers have that, too? at this special place?

A. We did, but now we have pits out away from this headquarters that they have to use pitcher pump water - surface water.

Examiner Raleigh: Proceed, Mr. Crough.

By Mr. Crough:

Q. You say there was a reduction in the wages in 1914?

A. ~~Xxxxx~~ Yes, sir.

Q. Did you ever hear it said that that was the reason given for the reduction at that time, was not because of the cost of production, but because of war industries in some industries where there was a surplus of labor, and that they could do it? Did you ever hear of that?

A. How is that?

Q. Did you ever hear it said there that the reason for the reduction in wages in 1914 was because there was so many men looking for a job that they could get the wages?

A. Well, I had the general manager to make a remark to me a short while after this that we did not have to put up with men - with what we took from the men previous; that we could get all the men we wanted now, and we didnt have to put up with anything we did not wish to put up with.

Q. Did he say he took advantage of that action to cut the wages?

A. Well, yes.

Q. Now, the increases you say you got from time to time those years, did the negro labor or white labor get these increases?

A. Yes, sir.

Q The same increases you got?

A. No, not the same amount.

Q. When you got $10.00 increase per month, for instance, did the negro labor get $10.00 increase?

A. No, sir.

Q. Did he get any increase?

A. Sometimes he did, yes, sir.

Q. About how much?

A. From 25 to 50 cents on the day. Fifty cents, I believe, is the most they ever got a raise per day - $15.00 per month. That is this last raise.

Q. ~~Xxxxxx~~ Now you have got in the raises since 1914 about how much - 25 or 30 per cent?

A. About 25 per cent, I should say.

Q. Now, how much were the wages cut in 1914?

A. Well, it was an arbitrary cut. It was not a percentage cut. Did not apply to everyone the same. Had quite a stir over there. Lots of the men were dissatisfied because it wasnt a percentage cut, but an arbitrary cut.

Q. Would it average ten per cent reduction?

A. Yes, sir - fully that.

Q. Would it average fifteen per cent?

A. You mean would it average fifteen per cent applied to all?

Q. Let's get at it this way: What was the laborer getting at that time, in 1914?

A. Getting $1.50 to $1.65 and $1.76.

Q. Now, what did he get after that cut?

A. Cut them back to $1.25.

Q. $1.25?

A. Yes, sir

Q. So actually they cut him from 25 to 50 cents a day?

A. Yes, sir.

Q. On wages?

A. Yes, sir.

Q. So 25 to 50 cents increase in amount in the past year would not put his wages back to where they were in 1914?

A. Well, something like that, - prewar conditions.

Q. And the cost of commodities, food, clothing and shelter, had gone up about 100 per cent to 300 per cent since then?

A. Yes, sir.

Q. Since 1914?

A. Yes, sir.

Q. Do you know about boys being employed out there at reduced employment (wages)? Do you know anything about any boys of 17 or 18 years old asking employment from manager Ford, and he refused them except they would go to the union office and get some affidavit showing that they had withdrawn from the union?

A. I heard some rumor of that; I dont know that to be a fact.

Q. You dont know of it?

A. No, sir.

Mr. Crough: All right; that is all.

Examiner Raleigh: Any questions of this witness, Mr. Turner?

Mr. Turner: No, sir.

(Witness Excused.)

-o-

Mr. Crough: Mr. Chairman, I would like to put a witness on the stand that wont take up much time. I would like to prove that this aluminum money can not be interchanged nor used by the merchants there - that they can not get cash for it; that this witness has several hundred dollars of it on hand now and that the company will not buy their own money back. That case is in court and this is a violation of the state law of Florida.

Examiner Raleigh: Go ahead.

Mr. Crough: Mr. Silverman.

-o-

LOUIS SILVERMAN,

called as a witness on the part of the complainants, testified as follows:

DIRECT EXAMINATION

By Mr. Crough:

Q. What is your name?

A. Louis Silverman.

Q. What is your occupation?

A. I keep a store and sell dry goods and boots and clothing and shoes in the same town - in Mulberry.

Q. Mr. Silverman, you run one of the largest stores in Mulberry?

A. Yes, sir.

Q. And you have accepted a lot of this aluminum money from their employes?

A. Well, I do take the money, but I dont pay them money. I take it for the orders when they come in. If a man came in the store now with an order for a dollar and he spends fifty cents, I will give him some change and use it just like it some money in the same way across the street.

Q. How do you come to get this money?

A. By a man coming in the store and spending it with me.

Q. So you accepted this money for goods?

A. For merchandise. I dont discount any money. He has got to spend it for merchandise the same as for cash.

Q. And you have got some large quantity of it?

A. I have got some $2500.00 of it - these orders. I dont bother with the money, only the money that I change, and I hold the Mulberry Phosphate Company responsible for it. I would rather have the Prairie Pebble Phosphate Company owe it to me.

Q. Has the company refused to redeem it?

A. They have absolutely refused; and I was told by Mr. Martin himself that he would not pay it an order until the Supreme Court of Florida said so, and he is going there, I suppose.

Q. Do you know of any law in this state against this

kind of thing?

A. I have the laws of the state of Florida with me covering that, that this is a violation of the law, unless it is paid within three months after it is issued, and Mr. Martin has a copy of the law himself.

Examiner Raleigh: What is that state law of Florida?

A. That is a copy of the law of Florida covering these orders, punch out tickets, coupons, etc., and so on.

Examiner Raleigh: Will you just read that?

Mr. Crough(reading):

(Exhibit 15.)

"CHAPTER 6914.

Section 1. That any person, firm or corporation issuing check, coupons, punchouts, tickets, tokens or other device in payment for labor, redeemable either wholly or partially in goods or merchandise, at their or any other place of business, shall, on demand of any legal holder thereof, on or after the ninetieth day succeeding the day of issuance, be liable for the full face value thereof in current money of the United States.

Section 2. That any such checks, punch-outs, coupons, tickets, tokens or other device, issued by any person, firm or corporation in payment for labor shall be considered and treated as payable to bearer in current money of the United States, notwithstanding any contrary stipulation or provi-

sion which may be therein contained.

Section 3. That in case of failure of any person, firm or corporation to pay any holder of any such check, punch-out, ticket, coupon, token or other device issued by them in payment for labor, the full face value thereof in current money of the United States, on or after the ninetieth day succeeding the day of issuance, when so demanded, such holder may immediately bring suit thereon in any court of competent jurisdiction, and, in addition to recovering the full face value thereof, with legal interest from demand, may recover ten per cent of said amount as attorney's fees in the same suit.

Copied from the acts of the Legislature of 1915."

(Said copy of the law of Florida was marked "Exhibit 15, Witness Crough", and is returned with this record as a part thereof.)

Mr. Crough: That is all.

Examiner Raleigh: Suppose we have one of these orders read into the record.

Mr. Crough: Do you mind letting me have that for the record?

Mr. Silverman: No.

Mr. Crough: I would like to file that as evidence in this case that this company is violating the laws of the state of Florida.

By Examiner Clapham:

Q. How many of those orders have you on hand?

A. I have now somewhere between two thousand and twenty-five hundred dollars and I am taking every one I can get. I am still taking them. I have never turned one down.

Q. Do you have any idea that you are going to have any trouble?

A. Yes, sir. Mr. Martin told me - well, here is the correspondence all here in answer to mine that he would not pay them at all. I can show you.

Examiner Raleigh: Well, I dont care about that; but you had notice that they refused to pay you?

A. Yes, sir. Mr. Martin told me he would refuse to pay them until the highest court said so. That is his language used to me in his office.

Examiner Raleigh: Is there any test case on that?

A. Yes, sir, there is a case in court right now - my case is.

By Examiner Clapham:

Q. When you first began to take them did you make any inquiry from the company as to whether they would redeem them or not?

A. Yes, sir, I did. I told Mr. Martin and told him the law and he said he would not allow me the privilege at

all unless they were made payable to us. That they were made payable on the stores across the street, and only redeemable at those stores.

Q. What is the status of your case?

A. Right now in the Circuit Court, and was to come up on full term; but the full term adjourned on account of the flu. Otherwise, I suppose it would have been settled as far as the Circuit Court is concerned.

By Mr. Crough:

Q. Did you get judgment in the lower court?

A. It has not been decided. The court adjourned.

Q. Has not been decided?

A. Has not been decided. The court adjourned on account of the flu.

Mr. Crough: I would like to read into the record here this order for $3.00, No. 8241(reading):

"No. 8241. C $3.00

Mulberry, Fla. 12/7/1918

Mulberry Merc. Co. deliver to Phil McCall three dollars in merchandise and charge to our account.

Prairie Pebble Phosphate Co.

By C. E. Fittz Timekeeper

(Across the end): Merchandise Order."

By Examiner Raleigh:

Q. Is that endorsed?

A. Yes, sir. My attorney advised me to have every one endorsed the same as a check.

By Mr. Crough: This is endorsed on the back by Phil McCall.

Examiner Raleigh: What does it say there on the endorsement?

Mr. Crough(reading): "This order was given to me in payment for labor. (Signed) Phil McCall."

I wish to file another order here, No. 9413(reading): "No. 9413. A $1.00

Mulberry, Fla. 12/7/1917

H. A. Ford deliver to Nathan Bryant one dollar in merchandise, and charge to our account.

Prairie Pebble Phosphate Mining Co.

By C. E. Fittz Timekeeper.

(Acrodd the end): Merchandise order."

The order is endorsed on the back(reading): "This order was given to me in payment for labor. (Signed) Nathan Bryant."

I wish to file this as testimony, Mr. Chairman, that this company is violating the state laws of Florida.

(The two orders above read into the record, having a monetary value, were returned to the witness.)

Examiner Raleigh: Is that your stamp on the back?

A. Yes, I put that stamp on myself.

Examiner Raleigh: Will you read that correspondence?

A. Yes, sir (handing two letters to Mr. Crough). That is my letter after I had talked with Mr. Martin and that is his answer to it.

Mr. Crough(reading):

(Exhibit 16.)

"ARCADIA, FLORIDA, March 2nd, 1917

Mr. C. C. Martin,

General Manager Prairie Pebble Phosphate Co.

Mulberry, Fla.

Dear Sir:-

We may as well get together on the trade checks or other device issued by the Prairie Pebble Phosphate Co. in payment for labor.

We do not want to go into litigation with you on the above, because we have you beat, and would rather you look at this in a business way, settle the matter peacefully, and be friends.

We are only asking for that which the LAW allows, equal rights and everyone to spend their money as they please, but if you persist in us taking this to the courts, we shall certainly do so.

We are also taking all the orders issued by your Company and we shall collect for them on demand, or if you prefer to keep us waiting ninety (90) days from the date the

order is issued, this will be agreeable, with the understanding that we will not allow a discount 5%.

This legal opinion was handed to us by our attorney, Mr. J. W. Burton of Arcadia, Fla.

Thanking you for an early response to this letter, we are

Yours very truly

S. Rosin & Co."

(Exhibit 17.)

"March 13, 1917 - File #153-

Messrs. S. Rosin & Co.,

Attention Mr Louis Silverman,

Mulberry, Fla.

Dear Sirs:-

I wish to acknowledge receipt of your favor of March 2nd concerning direct orders we are giving to some of our employees on Merchants in Mulberry.

I wish to advise that these orders are not given, as stipulated by you, in payment of wages, but as an advance to some of our employees, on their own request, and we wish to put you on notice, that if you cash any orders issued by this Company on any Merchant other than yourselves, you are doing so at your own risk, and this Company will not be responsible for them.

Yours very truly,

(SIGNED) C. C. Martin,

General Manager.

Copy of one we received."

(Which two letters, each consisting of one sheet, were marked respectively "Exhibit 16, Witness Silverman" and "Exhibit 17, Witness Silverman", and are returned with this record as part thereof.)

Examiner Raleigh: On what letterhead?

A. On mine. That is the one I got from him. My attorney at Arcadia has it and I took a copy of it.

Examiner Raleigh: This is a copy?

A. A copy of the original one that I kept. I gave him my correspondence.

Q. What letterhead was the original of that letter on?

A. The letterhead of the Prairie Pebble Phosphate Company - the original was.

Examiner Raleigh: Any questions, Mr. Clapham?

Examiner Clapham: No, sir.

Examiner Raleigh: Any questions, Mr. Meredith?

Examiner Meredith: No.

Examiner Raleigh: Mr. Turner, do you wish to ask this witness any questions?

Mr. Turner: No, sir.

Examiner Raleigh: That is all, thank you.

(Witness Excused.)

P. E. EVE,

called as a witness on the part of the complainants, testified as follows:

DIRECT EXAMINATION

By Mr. Crough:

Q. You are working for the Prairie Pebble Phosphate Company?

A. Yes, sir.

Q. How long have you been employed for them?

A. January, 1909.

Q. You live in a company house?

A. Yes, sir.

Q. Do all the employes live in company houses?

A. No, sir.

Q. About how many employes live in company houses?

A. Why, somewhere about 60 per cent of them.

Q. Where do the others live?

A. In Mulberry and around the country.

Q. Does the company allow rent for the men that do not live in their houses?

A. No, sir.

Q. Do they allow them any more wages?

A. No, sir.

Q. Pay them the same wages as they do the men that live in the company houses?

A. Yes, sir.

Q. So the contention of the company that they give free houses to the men is not correct?

A. No, sir.

Q. Do you get free wood?

A. Yes, sir - I do.

Q. Are there toilets in the houses?

A. No, sir.

Q. What are they, outside toilets?

A. Yes, sir.

Q. Open toilets?

A. Yes, sir.

Q. Do they clean them out once in awhile?

A. No, sir.

Q. Never clean them out?

A. Why, I will straighten that out, I guess. The foreman over the job has got charge of a gang of men. He can send a man to his house and clean out his toilet; but that is the only way. The company dont have anything - there has never been any man appointed that I know of for that special job. Sometimes the foreman can get his own -

Q(interrupting). The foreman can get his own quarters cleaned out?

A. Yes, sir.

Q. I see.

A. If he can spare a man off the job to send him up there and do that, if he has got a man.that will do it, why, he can send him up there.

Q. Some of these company officials and higher paid employes have houses with bath rooms?

A. Yes, sir.

Q Where does that sewage go to?

A: Why, different places. At the main plant where Mr. Cason lives, it goes out in the pool right in front of the house. I suppose 200 or 250 feet from the house, dumped out in the pool. Where Mr. Ford lives about two miles out up on the hill they have got a cess pool. And where Mr. Martin lives it is just dumped in the old ditch that runs down in the river.

Q. They have got a cess pool out where Mr.Ford lives?

A. Yes, sir.

Q. And where Mr. Martin lives it runs into a ditch around the house - is that the idea?

A. Yes, sir.

Q. And this other pool, what is the condition of this sewage pool? Do they ever put any chemicals in there?

A. At the Prairie it gets mighty bad.

Q. Do they put any chemicals in there?

A. No, sir; not that I ever heard of.

Q. How far away can you smell the stench or fumes

coming from that cess pool?

A. Why, in the night in foggy weather, which we have quite a lot of in the summer, you can smell it for a mile.

Q. Smell it for a mile; it must be pretty strong?

A. It is so strong you cant hardly pass along the road.

Q. Have you a bath room in your house?

A. I have a shower bath in.

Q. Who put it in?

A. I put it in myself.

Q. Put it in yourself; the company did not put it in?

A. Why, in fact the way the company did it, I had one of my own men put it in - a man working for me.

Q. Now, where does the water go from that shower?

A. Under the house.

Q. How does it get under the house?

A. Thru the holes in the floor.

Q. Bore holes in the floor?

A. Yes, sir - or cracks. The floor is built - put together and left about quarter inch cracks between the boards and it lets the water run down and thru under the house.

Q. That is the only way you can have a bath room to allow that water to run underneath the house?

A. That's the only way we do have it.

Q. Does the water stand underneath the house for any length of time?

A. Why in the rainy season it does in some places. I have known water to stand under the house for two and three weeks at a time - mostly the colored quarters. I have known it in the white quarters on line(mine) No. 6 to stand for two or three weeks and that bad right in front of my house where I live at Mine No. 6 the water did stand there right in the yard so that my wife couldnt get out of the house only on boards. But at Mine No. 5 where I am living at the present time, why, it is up on a hill. It is a pretty good place and higher - the water dont stand in the yard. The water stands under the house just if you take a bath maybe for an hour or two until the ground soaks it up.

Q. Do you know anything about the mines out there?

A. Yes, sir.

Q. What are the working conditions around those mines?

A. Why, pretty bad - more or less water in every one of them; mud and slush. Some of the places the men have to wade in the water anywhere from one inch on up to four or five feet deep at different times. Lots of times in moving pipe lines around a mine a man would have to take his crew of men and either go in with them or send them in lots of times in - lots of times you cant hardly get them in there unless he does go in and work in the water from neck

deep to shoe top deep for all day.

Q. Does any of the sewage run into any of those pits where the miners work?

A. Why, no, sir. They have some sewage run into one pit, but they are not running that pit at the present time. The miners will have to walk in it some day. The mine is shut down a little over three years, ever since the war came on and the sewage has been running in there ever since and the pit is full of water now. Whenever they start that pit, and I understand they were ready to do it a couple of months ago, but on account of the little squabble they stopped it, - why, these men will have to walk in that sewage.

Q. How about the driers over there; are they pretty dusty?

A. Pretty dusty - mighty bad.

Q. There have been several accidents there around that plant, havent there?

A. Yes, sir.

Q. Some from dynamite?

A. Yes, sir; but that is out on the mines where the dynamite is used mostly. At that plant there they have got four mines in operation at the present time. They have got six mines, but two of them are down; but they have got four in operation now and some of them they are about two

miles or maybe a little more from the main plant. The main plant sits kind of right in the center and these other lines xxx runs out - trolley lines run out to them - tracks to haul the phosphate in.

Q. They have quite a lot of accidents in the last few years with dynamiting?

A. Why, from dynamite, why, no, I couldnt say that anybody has been killed. There have been two or three men crippled. One man, Mr. Case(?), or his brother got his fingers shot off. He was loading some dynamite; and another man got his jaw bone broken by dynamite going off too quick. And another man got blowed up by some dynamite, but it only crippled him a little - not so bad. He was only laid up only a few days - say three or four days.

Q. So this is an extremely hazardous occupation?

A. Yes, sir.

Q. A man is liable to get blowed up any time?

A. Yes, sir.

Q. Do you know anything about Mr. Martin calling a meeting of the foremen and outlining a plan to xxxx get the employes to draw out of the union and put up a clubhouse for them?

A. By hearsay only.

Q. What did you hear about that?

A. Just heard that he called the men in and asked

them to get up a little club of their own and said he would build a clubhouse for them.

Q. Did Mr. Martin ever, that you know of, make a promise like that before?

A. Yes, sir

Q. That he would build a clubhouse?

A. Yes, sir.

Q. The men accepted his terms?

A. Yes, sir.

Q. Did he build a clubhouse?

A. No, sir.

Q. So Mr. Martin dont keep his promises very well?

A. In that case, no.

Q. Do you know anything about the number of gunmen being out there?

A. Why, no, sir, I dont know exactly how many there is out there. There is a bunch of them around there. There is somewhere about twenty or more; I dont know just how many. I see them walking around but -

Q(interrupting). Do you see guns on them?

A. I have not seen any guns on them, no, sir.

Q. Do you know whether they have guns on them or have you heard that they did?

A. I have heard they had, yes, sir.

Q. Do they do any work other than walking around the

plant or houses?

A. They have got two of them at work at the main plant and got two or three out on the mines at work. They are placing a few of these men around on the different jobs, I think.

Q. Do you know if the general manager's brother is deputized?

A. Yes, sir - I cant swear to that; but I have heard that/~~xxxxx~~ thru the deputy sheriff of Polk County, Mr. Wiler. He said he was. This man was allowed to hunt on Sunday and if he was deputy sheriff I supposed he was to break up crime, instead of keeping it up himself. He said he was going to investigate that.

Q. Do you know anything about the negroes where they load this hot rock?

A. Yes, sir.

Q. What is the condition there, or what kind of clothes do they wear?

A. In the summer they dont wear any - just a cocoa sack around their ~~xxxxx~~ waist and a bunch of bags around their feet and at times in the summer, all thru July - I had charge of the loading department myself from the last of June to about the last of July - something like that; I dont remember just exactly the date; I had charge of the loading department,- and I have seen them where they

would get - if they were loading that hot rock and the dust would be so bad and I have went to the car door and looked back in the car, about 25 or 30 feet back in and I couldnt see a man in there for the dust and he couldnt see me, the dust was so bad in there; so dense.

Q. How many hours do they work under those conditions?

A. Why, they work contract work, and they knock off - they generally have to work in the daytime -

Q(interrupting). Is all that work contract work?

A. All that car loading?

Q. Yes.

A. At this plant, yes, sir. Some plants do that by the day, but we get it all done by contract. The men get so much per car.

Q. So the rock is so hot and the place is so hot around there in the summer time when they load this phosphate that they shed their clothes and put gunny sacks -

A(interrupting). Shed their clothes and wrap three or four sacks about their feet, and then put a sack around their waist. I have seen these men walk out in the air in the summer and where they would sit down the water would run off of them just like you poured a bucket of water on the floor.

Q. What is the dry mill?

A. The dry mill is where the rock is dried out.

Q. What kind of a place is that?

A. Why, it is the roasters where the rock goes in there from the mine and it is dumped into a pit, and carried up the elevators into the wet bin and from the wet bin on to a belt and goes on this belt into the roasters and on every one of these roasters they have an oil jet that burns this crude oil. That is the way they get their fire, and that rock goes up thru the elevators thru what they call a boot and runs from there into a car - what they call car loader; and he stays up there and loads that, and that runs the rock back into the hot dry bin.

Q. It is a hot place?

A. Yes, sir.

Q. How many hours do they work there?

A. Twelve hours.

Q. You have done everything possible out there to reach a settlement with Mr. Ford and Mr. Martin?

A. Yes, sir.

Q. They completely ignored you?

A. Yes, sir.

Q. Do you know anything about the machinery out there in the machine shops?

A. I have been in the machine shops, yes, sir; I have been in the machine shops quite a good deal.

Q. Have you seen those emery wheels there?

A. Yes, sir.

Q. Any guards to protect the men?

A. No, sir.

Q. A man puts his tool on the emery wheel and stands in front of that wheel and the tool chips the wheel or the wheel chips, can a piece of steel come back and strike him?

A. Yes, sir; if he is in front of it.

Q. Do you know how many revolutions that 14 inch wheel runs per minute?

A. No, sir, I dont. It runs at a high rate of speed, tho. I should say around 500 revolutions a minute; but I would not be positive about that; I dont know.

Q. You mean 5,000, dont you?

A. Well, it probably runs that fast.

Q. Now, have you ever seen that Snow engine they have got over there?

A. Yes, sir.

Q. And seen that pit they have got underneath it?

A. Yes, sir.

Q. Could you give a description of that pit?

A. Why, there is a cellar down under this engine where this oil is separated and a good deal of pipes down there - pipes from the engine, different types that carry this gas from the different parts of the engine to another; and there was a man - one of those pipes bursted here the last

of last year or the first of this year - I dont remember just when now it happened, - that burned him to death there.

Q. Absolutely no chance if that big gasket blew out - absolutely no chance of a man getting out of there?

A. No, sir, not if he is down in there when it blows out, there is no chance at all.

Q. How about those trade checks there? Did you ever get any trade checks?

A. Yes, sir.

Q. And you traded them at the store at Mulberry?

A. Yes, sir.

Q. Ever get cash for them?

A. No, sir.

Q. The company wont give you cash for them?

A. No, sir.

Q. And the stores wont give you cash for them?

A. No, sir.

Q. Did you ever have any conversation with Dr.Whitney -

A(interrupting). No.

Q(continuing). Did you ever have any conversation, I mean, with Dr. Murphy?

A. Dr. Murphy, yes, sir.

Q. That he got so much for different cases?

A. Why, no, sir - I have never had any conversation

as to that. We have always paid 25 cents a week ever since I have been there for doctors' bills; and I dont know whether he got so much for a case; I dont know how it was. I have always understood that he got this 25 cents a week - that that was paid to the doctor. I dont think the company had anything to do with that only just turn that over to the doctor, - or 50 cents every two weeks that is taken out of a man's wages. That's the way I understood it.

Q. You pay the doctor?

A. The company takes it out of my envelope and pays the doctor.

Q. That is, the men pay the doctor?

A. Yes, sir.

Q. And the men feel they have a right to say who the doctor will be?

A. Why, yes, sir.

Q. And have a right to hire and discharge that doctor if they are dissatisfied, or if he doesnt give satisfactory services?

A. Yes, sir.

Q. That is the general sentiment?

A. Yes, sir.

Q. That as they are paying for the doctor they should say who he is?

A. Say who they shall have.

Q. Do you remember the strike they had out there?

A. At the Diesel power house, yes, sir.

Q. Did you hear about the operating engineer being discharged?

A. Yes, sir.

Q. Was he ever reinstated?

A. No, sir.

Q. Suppose you tell us something about that?

A. What I know about that is hearsay. I have talked with Mr. Mayo quite a good deal about it, and talked also with one or two of the other men that were discharged about it. I can tell you about that. Mr. Mayo told me that he gave a man three hours overtime - that it was the custom, whenever a man - each man had two engines to oil; and if anything happened and they needed to start another engine and they did not have an oiler they added the next engine to one of the other oilers, the closest man to it, and generally gave him three to six hours extra for that; and that Mr. Lane's shift had been given six hours extra, and that he put down six hours extra on his time book, and that Mr. Moore changed it - the chief engineer. And the men came to him kicking about it and said they were going to quit - said it wasnt right. I think Mr. Moore changed it back to 12 hours - just rubbed out the 18 hours where he had given

him six hours overtime for running this extra engine which they had been doing at times past, some of them, - he changed this and put it back to the 12 hours and the men - the time books are lying right on the table where the men can look at them at any time to see if the time is right or wrong, and this man seen this time had been rubbed out and changed to 12 hours, and he went to Mr. Mayo and told him he was going to quit and Mayo told him, no, I will see Mr.Moore about it, dont quit. And he went to see Mr. Moore and stated the case to him and told him about it, and Mr.Moore told him, well, he would just fire him, and that would stop all of it. So he gave Mayo his discharge and he left and they ~~xxxxxx~~ tried to settle it thru a committee and couldnt get an audience with Mr. Martin and in the afternoon these other men walked out.

Q. Do you remember of a committee going to Mr.Martin at that time and asking him to settle this matter?

A. Yes, sir; the committee called him up and I think one of the committee went in to see him and asked for an audience at 12 o'clock; and he would not have anything to do with them.

Q. The result was the men came out on a strike?

A. Came out on a strike, yes, sir.

Q. How many days were they out on the strike?

A. Three days, I think.

Q. Then they went back to work on telegrams from President Moyer of the International, and myself?

A. Yes, sir.

Q. And Mr. Mayo has not yet been reinstated?

A. Mr. Mayo - no, sir. Mr. Mayo and the first four men, I think, that went out with him, have never been reinstated.

Q. The company took advantage of the opportunity to discharge Mr. Mayo for doing the things that he had been doing there, and that other foremen were doing?

A. Yes, sir.

By Examiner Raleigh:

Q. What are the names of the other four men that you have mentioned?

A. Why, Martin Brown.

By Examiner Meredith:

Q. Colored or white?

A. White; a man by the name of Baker - I dont know what his given name is - and a man by the name of Thompson, and I have forgotten the other man's name. I did know of his name, but I have forgotten it.

Q. What is Mayo doing now?

A. Mayo is dead - died of the influenza.

By Examiner Raleigh:

Q. So you are not asking for his reinstatement then?

Mr. Crough: No; not now, Mr. Chairman.

By Examiner Raleigh:

Q. What is Brown doing now?

A. Brown is working over at Brewster at the American Cyanamid Company also in the power house, or tending switchboard, I dont remember.

Q. What is Baker doing?

A. Baker is working in a shoe shop repairing shoes.

Q. Where?

A. There in Mulberry.

Q. What is Thompson doing now?

A. Why, I dont know whether Thompson is working anywhere. He has been off and just came back last week. I saw him Saturday night, but I dont know if he is working; I dont know that he was at that time. He has been away. He had influenza and he had folks up in Jacksonville and I think he went up there.

Q. What was the fourth man's name - you dont remember?

A. I dont recollect his name. I did know who he was and where he was at; but I dont remember now who he was.

Q. Are you asking for the reinstatement of these four men, Mr. Crough?

Mr. Crough: I am asking for their reinstatement, yes, Mr. Chairman; but I may say that we feel at this time if it was a question of the peace of the district, that those

four men are willing to go somewhere else and get work before they would be the cause of any trouble in the district; but under the present circumstances we feel that it is only just and right to ask for the reinstatement of those men.

Q. Do you make any request that they shall take them back?

A. Yes, sir; I ~~ka~~ make a request that the Board would consider reinstatement of those men.

Mr. Eve: I can find out who this fourth man is and let you know before the case finishes, in the morning; but I dont know just right now who it was.

By Examiner Raleigh:

Q. Did you make any demand for back pay?

A. Yes, sir; from the time they were discharged up to the present time at the usual rate of wages.

By Examiner Meredith:

Q. Whether they have been working for other companies and receiving wages?

Mr. Crough: Well, some of them have not been working and one of them has been working at odds and ends of things.

By Examiner Raleigh:

Q. Let me ask you about the doctor?

A. Yes, sir.

Q. Are you a married man, yourself?

A. Yes, sir.

Q. Have you ever paid this 25 cents for this doctor's service?

A. Yes, sir.

Q. Does that 25 cents a week include medical care for your wife and children?

A. Yes, sir. I did know of a doctor charging, for or sending a bill to a man for medical attention on his wife's mother. He had the doctor come out to see her and the doctor sent in a bill and they had quite a squabble over it. I dont know whether the man ever paid the bill or not. They had two or three pretty hot arguments over it.

Q. The fee for the doctor is 25 cents a week, the same for a man whether he is a batchelor or a man with eight or nine children?

A. Yes, sir.

Q. Do you know any of these men who are going around this place carrying revolvers?

A. Why, by sight, yes, sir.

Q. Have you ever talked to any of them?

A. No, sir; I never said a word to them - not even said good morning.

Q. Are they called watchmen?

A. None but - there is one man there - a man by the name of Cooley, is called the head watchman, and he has got

four or five men down there; got a watchman on each mine. He is supposed to have charge of these watchmen. That is what he was put on there as a head watchman. These other men, they dont do anything but walk up and down the road.

Q. What do they watch - what do they guard?

A. Nothing. Of course the company's property is there, the houses and everything else, but they have never had anything else; never had them before.

By Examiner Meredith:

Q. Do they live at the company boarding house?

A. These men there at the present, except this man Cooley, to whom they have given a house. The rest of them are staying at the company boarding house.

By Examiner Raleigh:

Q. Is this mine operated at night?

A. Yes, sir.

Q. Day and night?

A. Day and night.

Q. They run 14 nights and 12 days in two weeks?

A. Shut down Sunday morning at 6.00 o'clock and start up Sunday evening at 6.00 o'clock.

Q. So that there are always employes around the various machinery?

A. Yes, sir.

Q. There is men around there all the time?

A. In fact they shut down Sunday morning at six o'clock and the day crew - the day foreman has to come down there and take charge of the boilers about six o'clock and relieve the other men and in case everything is not running good, why, the day engineer down there at six o'clock also see if everything is running all right, and under the circumstances he is around there on Sunday and makes any repairs that may be necessary and comes out and repairs the pumps and patches the pump lines and sometimes they are moving them and doing repairs to his washers and getting everything ready so that when they start up Sunday evening they can run right on to the next Sunday morning.

Q. What is the difference in the rate of pay for the same class of work between men doing night work and men doing day work?

A. Same pay.

Q. Do the men alternate on night and day work?

A. Some places they do and some places they do not. At the place I was running where they had this trouble at at the Diesel, ~~they~~ I was on day all the time and am on night - on night all the time now. It was about ten days ~~xxxx~~ last year I was counted general foreman and supposed to look after the water and the water dams and everything; and while I had charge of the water dams I was supposed to see that these were all kept up in good shape so that we

would not have any trouble at night, but just run.

Q. Do the common laborers work at night?

A. Yes, sir.

Q. Do they get the same rate of pay as the laborers that work in the daytime?

A. Yes, sir - $2.50.

Q. Do the men prefer to work at night or prefer to work in the daytime?

A. Why, some of them like to work at night and some of them in the day. Just different men and different ideas.

Q. There is no dissatisfaction or complaint about that?

A. Why, some, yes, sir. Lots of times a man likes to work a night shift; as a general rule a man on night work is just on because he likes it. If he dont like it, he can change and come over with the day foreman and stay on in the daytime. That is where they are running full. Now some of the men -

Q(interrupting). Some of the mines they change every two weeks?

A. Some of the mines they change every two weeks.

Q. The foremen decide whether the men shall alternate or take day and night shifts in rotation?

A. No, sir; if the assistant general manager says to the foreman to stay on the daytime, why, his men stay with him as a general rule. I kept the same crew with me all the time. I did not change it.

By Mr. Crough:

Q. The company keeps a regular number of watchmen all the time?

A They keep two watchmen at each of the mines that are shut down, and they keep one watchman at the main plant at night; dont keep him there in the daytime; but these mines that are shut down, are No. 10 and No. 2 and No. 6, they keep two men there

Q. Now, these other fellows that walk around there, they are not watchmen - not doing any watching?

A. No, sir, I dont see how they could be. They didnt have them before this last six weeks or two months; never have had any before. I have been there since -

Q(interrupting). Simply walking around there for some other purpose that you dont know?

A. Yes, sir.

Q. In the years prior to the war do you know where this phosphate was shipped to?

A. Why, I understood there was quite a lot of it going to Germany; I am not sure about that. I have seen the boats listed in the paper, such and such a boat from Germany.

Q. Did you see a Mr. Schmidmann down there?

A. Yes, sir.

Q. How long was he around there?

A. Why, five or six weeks - or something like that. He was around there quite awhile. In fact he bought a big plantation out there.

Q. Do you know who he was?

A. Why, he was a German - supposed to be the potash king. That is what I have always heard of him.

Q. Is he in this district now?

A. No, he has not been here, I dont think, since before the war.

Q. Do you know where he is?

A. I think he is in Germany; I am not sure, tho.

Q. Did you ever hear of any proposition to consolidate this potash proposition in Germany of which this man was the head with the Prairie Pebble Phosphate Company?

A. Why - nothing - I have heard some little something about it; but nothing I could state the facts.

Q. Did you see in the reports in the press of a meeting of the Chamber of Commerce here where an official of the company talked about consolidation of certain interests, German interests, and the phosphate interests in this district?

A. Yes; I saw that. It was two or three weeks ago. I saw this piece in the paper of a meeting of a few of the phosphate men and that they were trying to trade phosphate for potash with Germany - trying to make some kind of a

deal. That was two or three weeks ago - trade phosphate for potash with Germany, - here in Tampa.

Q. Did you hear of any German propaganda being circulated by the union down there?

A. Why, yes, I heard of it.

Q. Do you know of the union circulating anything about German propaganda?

A. No, I dont know anything about that, but that was the report they got out, that the unions were circulating it, and that the United States Marshal came down there to investigate, and he went to three men in town and I saw a report of his letter to the Washington authorities that he had investigated this case and it was only business antagonism.

Q. Do you know of any German or German propagandists representing the union being down in that district?

A. No, sir.

Q. So the fact is, if there was any German deals being put thru down there, why, apparently it was between the company and some citizen of Germany?

A. Yes, sir; if there is any German business down there at all it must be with the company, because certainly it aint with the union.

Q. What instructions did you get from your union officials about striking?

A. To keep our mouths shut and work on.

Q. How did they tell you the government had arranged to -

A(interrupting). Turn it over to the War Labor Board.

Q. To put your grievances in the hands of the War Labor Board?

A. Yes, sir.

Q. They told you that that was the common sense way of doing it?.

A. Yes, sir.

Q. And the best business way?

A. The best business way, yes, sir.

Q. And you did that?

A. Yes, sir.

Q. Consequently, this declaration of the company that outside agitators are responsible for this wage scale and for the conditions down there, is not true?

A. No, sir.

Mr. Crough: That is all, Mr. Chairman.

By Examiner Raleigh:

Q. Do the officials of this company know you are a member of the union?

A. Yes sir.

Q. Did you inform them that you were coming here to attend these proceedings?

A. Why, I told the assistant manager Saturday night

that I had to be off for a few days this week, that I had turned my men and keys over to another foreman, that they wanted this foreman to work, anyway. He says, "Where are you going? Are you going to Tampa?" "Yes, sir," I told him. And he said, "Then you are a delegate?" And I said, "Yes, sir." And he never made any further replies, or he told me to go ahead and tell this other man to come to see him; and I went and hunted up this other man and told him to go in and see him; but he was gone, and he called him up and he told the man to take my crew, and to come and see him the next morning. He didnt make any reply as to whether I could go or couldnt go. If he did, I didnt hear him.

Examiner Raleigh: Any questions, Mr. Meredith?

Examiner Meredith: No.

Examiner Raleigh: Mr. Clapham, have you any questions?

By Examiner Clapham:

Q. In the loading room where they are loading cars it is so dusty and those men, you say, work by contract - do they, or piece work?

A. Piece work; so much per car.

Q. Are they assigned to that by the foreman especially?

A. No, they are not assigned to it.

Q. They know when to do that job?

A. They know when they take that contract job that

they have got that dust. They expect that when they take the job. There are just a few men in the country that will load cars. They follow that as a business. Some men could go in there and couldnt stand it 15 minutes, and other men can go in there and stand it all day. I cant explain and cant understand it, myself, because I cant go in there and stay in there five minutes, myself. I know while I was in charge there of that work at different times I would have occasion to go in those cars and it would be so hot in there, and dusty, that I couldnt breathe.

Q. Is there any special inducement for them to do that kind of work Do they get more pay?

A. Why, they make a little bit more out of it.

Q. Then they can work a few hours and knocn off a few?

A. They can come in and go out as they please. course the companies try to force them and make them be there at six o'clock in the morning, but they dont do it. They come out about seven o'clock or something like that and load until sometimes five o'clock in the afternoon and knock off and go home, and while if they were working by the day they would have to be there until six o'clock. They like this contract work because if they get tired and want to go lie down awhile they can knock off. And they dont have to ask to get off, and if they want to quit and go home, they quit and go home and come back the next day

to their work. They dont have to ask. Of course they know there are lots of cars to ship out. And when there is lots of work then the foreman in charge of the work, just like it was with Mr. Cason, they have to stay pretty close behind and try to make them get out ~~their~~ there on time; and while they didnt succeed in making them get there on time, we were after them all the time.

Q. You spoke of emery wheels being dangerous. Is there any way to put guards around them to protect them?

A. Yes, sir; that can be fixed up.

By Examiner Raleigh:

Q. Did you ever have any bursting of emery wheels?

A. Why, yes; there has been some burst. I have known quite a lot of them, but I never knew one to burst right on this one job. But I have known quite a lot of them to burst around ~~the~~ different places around the country.

Q. I mean at this mine?

A. No; I am not at the shop.

Q. Have they got an emery wheel guard on those?

A. No, sir; Mr. Whittin can explain that emery wheel better than I can. He is a machinist.

Q. I just wanted to know if they were guarded or not?

A. No, sir.

Q. Have you ever advised them to guard them?

to their work. They dont have to ask. Of course they know there are lots of cars to ship out. And when there is lots of work then the foreman in charge of the work, just like it was with Mr. Cason, they have to stay pretty close behind and try to make them get out ~~their~~ there on time; and while they didnt succeed in making them get there on time, we were after them all the time.

Q. You spoke of emery wheels being dangerous. Is there any way to put guards around them to protect them?

A. Yes, sir; that can be fixed up.

By Examiner Raleigh:

Q. Did you ever have any bursting of emery wheels?

A. Why, yes; there has been some burst. I have known quite a lot of them, but I never knew one to burst right on this one job. But I have known quite a lot of them to burst around ~~the~~ different places around the country.

Q. I mean at this mine?

A. No; I am not at the shop.

Q. Have they got an emery wheel guard on those?

A. No, sir; Mr. Whittin can explain that emery wheel better than I can. He is a machinist.

Q. I just wanted to know if they were guarded or not?

A. No, sir.

Q. Have you ever advised them to guard them?

A. No, sir.

By Examiner Clapham:

Q. Do you know whether the companies have ever been requested to do that?

A. No, sir, I do not.

Q. You spoke of sewage being run in one of the pits. Later on when they go to operate that pit would that sewage be pumped out before?

A. Why, the water will be pumped out. That will leave the other doings in there. So far as the water is concerned, that will all be pumped out when the mine is started; but the rest of it will all go along with the phosphate.

Examiner Clapham: That will be all.

Examiner Raleigh: Any other questions, Mr. Clapham?

Examiner Clapham: No, sir.

Examiner Raleigh: Mr. Meredith?

Examiner Meredith: No, sir.

Examiner Raleigh: Do you wish to ask the witness any questions, Mr. Turner?

Mr. Turner: No, sir.

Examiner Raleigh: Thank you.

(Witness Excused.)

-o-

J. D. WHIDDEN,

called as witness on the part of the complainants, testified as follows:

BY Examiner Raleigh:

Q. You are an employe of this company?

A. Yes, sir.

Q. In what capacity?

A. Machinist.

DIRECT EXAMINATION

By Mr. Crough:

Q. Will you explain about those emery wheels, how many emery wheels they have got in the machine shop?

A. Two.

Q. What is the size of them?

A. The largest is about 12 inches in diameter and two inches thick.

Q. And the small one.

A. About eight inches in diameter and a half an inch thick.

Q. How many revolutions do those wheels run?

A. The largest wheel runs from 1800 to 2,000 a minute and the smaller one runs 4800 revolutions per minute.

Q. Are there any guards on those?

A. None whatever.

Q. If a man was grinding anything on those wheels and something broke away, what would happen?

A. Why, he would be killed if he was standing in line with the wheel.

Q. And would it just go around the wheel and come out from the bottom or just jar loose some other way?

A. Just like any - the speed of the wheel would throw a piece of the wheel thru you if it hit you

Q. Is it possible to have a guard on those wheels so that you could be protected against danger like that?

A. Yes, sir; I am pretty sure it is a violation of the state law to run those wheels without a guard.

Q. Is other machinery run without sufficient guards to protect the men?

A. Well, in lots of cases in the mine and mill they have sprockets and gear wheels running without any protection at all - large bevel gears running together. I have walked around a hundred times and my clothes would brush them, and no protection whatever - no guard there.

Q. Is the state law in this state as to machinery that the machinery has got to have proper guards to protect human beings?

A. Yes, sir.

Q. So they are actually violating state laws by not having proper guards around the machinery?

A. Yes, sir.

Q. Has there been any accident over there?

A. Why, in regard to emery wheels we have had two to burst in the last year. The larger wheel burst, butthe fellow that was using it had just happened to be standing to one side, and there was a piece as large as your hand, I guess, just did miss him; and the smaller wheel, the fellow was grinding on it and it burst and cut his fingers pretty badly, but nothing serious. If it had hit him - some of it went thru the top of the house. If it had hit him it would have killed him, hit him on the head.

Q. So there is extreme danger in running especially those emery wheels without these up to date guards?

A. Yes, sir

Q. Has anybody been killed around there that you know of in any of the departments?

A. Why, there has been one electrician.

Q. How was he killed?

A. He was over the - about a year ago, I believe. He was over the switchboard or some part of the switch in the power house putting a piece of oil paper over the board to keep the rain - it was during the storm - to keep the rain from running down thru the wires and he touched some of the exposed wires and fell.

Q. Was he killed instantly?

A Yes, sir; never came to.

Q. Do you know of any other accidents that have been

A. Why, in regard to emery wheels we have had two to burst in the last year. The larger wheel burst, butthe fellow that was using it had just happened to be standing to one side, and there was a piece as large as your hand, I guess, just did miss him; and the smaller wheel, the fellow was grinding on it and it burst and cut his fingers pretty badly, but nothing serious. If it had hit him - some of it went thru the top of the house. If it had hit him it would have killed him, hit him on the head.

Q. So there is extreme danger in running especially those emery wheels without these up to date guards?

A. Yes, sir

Q. Has anybody been killed around there that you know of in any of the departments?

A. Why, there has been one electrician.

Q. How was he killed?

A. He was over the - about a year ago, I believe. He was over the switchboard or some part of the switch in the power house putting a piece of oil paper over the board to keep the rain - it was during the storm - to keep the rain from running down thru the wires and he touched some of the exposed wires and fell.

Q. Was he killed instantly?

A Yes, sir; never came to.

Q. Do you know of any other accidents that have been

over there?

A. Why, about two - I guess about three years ago - there was a fellow by the name of Johnson starting a motor - there was no witness to this; they just found him dead - where the motor had knocked him out of the house. He started to start up the motor, and the switch was exposed in some way that he got a full current of electricity.

Q. Was it because the company had not installed proper machinery or protection?

A. Yes, sir, it certainly was.

Q. If that machinery had been properly installed there, the chances are the man would not have lost his life there?

A. Yes, sir. This same place is just like it was then, except they have a rubber mat there now for a man to stand on.

Q. They have a rubber mat there now?

A. Yes, sir.

Q. And they didnt have a rubber mat there before?

A. No, sir.

Q. Do you know of the conditions around the pits where the men work?

A. Yes, sir.

Q. Wet as a rule?

A It is pretty wet, especially at night. At nights when the guns are blowing in the bank they will create a

mist that is almost equal to a rain, and the men are compelled to stay in it all night. Many times I have been in pits to do work on the motors and pumps and would see the suction tender, the man that tends the suction, have to go in the suction well up to his neck, cold nights and freezing.

Q. They had some accidents out there from dynamite?

A. Yes, sir; they have had several since I have been there.

Q. So it is an extremely hazardous occupation?

A. Yes, sir.

Q. Working both around the pits and around the machine shop?

A. Well, the shops are practically safe except for the wheels - the emery wheels. The other machinery in the shop is fairly well protected.

Q. Do you know about this drier where they load those cars? Ever see them loading those cars?

A. You mean where they dry the rock?

Q. Yes.

A. Why, this past summer I worked up there about three weeks putting in two motors right over these roasters, and it is about as bad a place as a man could work. At times there there isnt anybody living that could stand it at all. It is the gas from that heavy fuel oil they use. That

gas coming up thru there so a man has to hold his nose and run out of it, and they have been operating there something like twenty years and never offered to get the men any gas protection there until the last week or two.

Q. They have tried to get some protection in the last week or two?

A. The last week or two. They have got some great big things that come out - gas masks, but they are so large and bunglesome that the men cant wear them and work.

Q. Haw long have you been working for the company?

A. This coming February I think will be three years.

Q. At the rate of wages labor is getting out there now, is that sufficient to meet the cost of living?

A. It is not.

Q. Have the wages increased, in your estimation, as much as the cost of living has increased in the past year?

A. Nothing like it

Q. How high have commodities gone up in the Mulberry district in your opinion in the last year?

A. Why, groceries have advanced at least 100 per cent and some things more; and dry goods have advanced from 150 per cent to 300 per cent.

Q. How have wages gone up - about how much?

A. Well, wages have not gone up anything - they just put it back to what it was before the war, with the excep-

kk

tion of one or two cases.

Q. Do you pay doctor fees out there?

A. Yes, sir.

Q. Twenty-five cents a week?

A. Yes, sir.

Q. Have you a right to say who the doctor will be?

A. I would like to - no, sir, I havent.

Q. What is the sentiment amongst the men in regard to the doctor?

A. The majority of the men are dissatisfied. Some few of the men, and the higher paid men, get good attention; but some of the men - the lower paid men are dissatisfied.

Q. Is it a fact that the men out there feel that if they pay they have a right to say who the doctor shall be?

A. Yes, sir.

Q. Do you think if they were allowed to hire the doctor or discharge him if he was not giving proper service, that that would bring more harmony in the district?

A. Yes, sir; they would get better attention, I am sure.

Q. You think it would be for the good of the men?

A. Yes, sir.

Q. Did you ever hear of any German propaganda out there being circulated by the union?

A. Well, ~~xxxx~~ I heard of company officials said there

was some.

Q. Do you know of your own knowledge that the union officials circulated any German propaganda?

A. I know they did not.

Q. What instructions did you get from your union officials there as to strikes?

A. Why, we got instructions from the officials to not strike; to wait and let the War Labor Board decide our case and not on any consideration to go out on a strike during the period of the war.

Q. Did you try to get conferences with the company out there?

A. Yes, sir.

Q. Did you get them?

A. I was chairman of the grievance committee that called the meeting. Mr. Martin told me over the telephone that he didnt care to meet any committees whatever.

Q. Refused to treat with a committee of his own employes?

A. Yes, sir.

Q. Did he say anything about leaving the case to the National War Labor Board for adjustment?

A. Did he?

Q. Yes.

A. No, sir.

Q. In the case of the man Mayo, who was discharged, did you try to take up that grievance with Mr. Martin before this man walked out?

A. I could not say.

Q. Did you see or try to see Mr. Martin on that grievance?

A. Yes, sir - afterwards.

Q. Did he confer with you on it?

A. Yes, sir, we did. I was working and the other two committeemen asked him for a conference, and gave him until noon of that day to answer, and he did not give us any answer. That was before the men walked out.

Q. How did those men come to get back to work?

A. Why, we got telegrams from our President, Mr.Moyer, also Mr. Crough, telling us to go back to work.

Q. And you went back to work on the instructions of your International officers?

A. All that they would allow to go back.

Q. These men that were discharged at that time have not been reinstated, regardless of the fact that you went back to work?

A. No, sir.

Q. They are still out of employment?

A. Yes, sir - well, some of them are.

Q. What ~~xxxxxxx~~ are the sanitary conditions around

those houses?

A. Why, in the colored quarters they are very bad. Just about as bad as could be. And in the colored quarters they have out of door closets that they have been using for years; and I guess some ten or fifteen years old; and they have never had any attention at all.

Q. Do you know where that pool is that the sewage runs into?

A. Yes, sir; right in front of my house.

Q. How far can you smell the stench from that cess pool?

A. Why, when it is damp or when the air is heavy you can smell it a mile or a half a mile.

Q. The stench is pretty bad?

A. At times it is awful bad.

Q. Has the company done anything to disinfect it?

A. Not one thing in the world.

Q. A lot of mosquitoes and flies around there?

A. Very bad - mosquitoes and flies.

Q. That long house where those negroes are, do you know where that is?

A. Yes, sir; it is right near my house.

Q. What are the conditions down there?

A. Well, this building is about 40 or 50 feet long and divided up into small rooms and the rooms are closed, only

for one window, and some none - just an opening in the side of the house, without any porch or anything; and from one to three men stay in each room, just all that can get it; and they cook and eat and sleep all in the same place.

Q. Have they got garbage barrels around there?

A. Nothing at all.

Q. What becomes of the garbage?

A. Throw it out in the woods.

Q. Have the company houses for all their employes?

A. No, sir.

Q. About what percentage?

A. I would say about 60 per cent; maybe a little more, but about 60, I think.

Q. Do those who have no houses get extra wages?

A. No, sir.

Q. Does the company pay their house rent?

A. No, sir.

Q. So the contention of the company that they give all their employes houses rent free and other things - is that correct?

A. No, sir.

Q. They do not give them all houses rent free?

A. No, sir.

Mr. Crough: That is all.

By Examiner Raleigh:

Q. Do you live in a company house?

A. Yes, sir.

Q. Furnished you rent free?

A. Yes, sir.

Q. Light furnished you free?

A. Yes, sir.

Q. What kind of a light is it?

A. Electric light.

Q. Fuel furnished you free?

A. Yes, sir.

Q. What kind of fuel is it?

A. Wood.

Q. Delivered to you?

A. Yes, sir.

Q. Water furnished you free?

A. Yes, sir.

Q. Does the company know you are a mamber of the union?

A. Yes, sir.

Q. Did you inform the company that you were going to attend these proceedings?

A. Well, I informed my superior foreman.

Q. Was there any objection or protest made?

A. No, sir.

Q. How long has Dr. Murphy been the doctor for the company's employes?

A. That I couldnt say; I have only been there three years; but -

Q(interrupting). He was there prior to your coming?

A. Yes, sir; he was there a good, long time.

Q. Do you know whether he is related to any of the officials xxxxxxx of the company or not?

A. I dont think he is.

Examiner Raleigh: Any questions, Mr. Clapham?

Examiner Clapham: Just a few questions.

By Examiner Clapham:

Q. You said the gas was so bad a man couldnt stand it. Is there any way that that could be changed by machinery or in any other way to improve that condition?

A. Why, it seems to me like they could. What makes the gas so bad where these men have to work are the holes in the floor and the xxx gas comes up thru those holes and the covers off the roasters - lots of times the furnace(?) on the roasters is knocked over.

Q. They couldnt put in any suction pipes or anything of that kind to carry that gas off?

A. Well, I dont believe they could. Of course it might be done. I would not say, but I judge it could; but it could be closed in the furnaces and go out thru the

stack where it is supposed to be.

Q. Well, if they were closed, it would go out?

A. Yes, sir.

Q. Now, you speak about the conditions out in the pit. Is there any way that could be changed there so that they could improve that by any difference?

A. Well, there isnt any way that the pits could be dried at all. The pits are wet about 40 or 50 feet back, and there is no way to dry those pits. If they were to try, conditions could be helped some, I think, from what they are. The men on these pits are working for a very small wage.

Q. It is a condition of phosphate mine that they cant overcome - cant prevent them from being wet?

A. No, sir; they cant prevent them from being wet.

Mr. Clapham: That is all.

Examiner Raleigh: Any questions, Mr. Meredith?

Examiner Meredith: No.

Examiner Raleigh: Do you wish to ask this witness any questions, Mr. Turner?

Mr. Turner: No.

Examiner Raleigh: All right, Mr. Crough?

Mr. Crough: That is all.

(Witness Excused.)

-o-

T. A. CASON,

recalled as a witness on the part of the complainants, testified further as follows:

DIRECT EXAMINATION

By Mr. Crough:

Q. Mr. Cason, men working out in those pits suffer from what they call water poison; would you explain that to the examiners? What is that?

A. Kind of a ground itch that gets into the feet from that dampness; more or less all of them affected with it, both colored and white. I am affected with it myself. We use the water over and over - this water we use thru the hydraulic pumps to cut the bank down, and it is pumped back and we continuously use that water and circulate it and it has to go back to the reservoir that the pump suction is in and it becomes poison and if you have a scratch on your hand it will become infected and inflamed and the same way with your leg; and it went into blood poison and I had to have the doctor treat it

Examiner Raleigh: You say it does cause blood poisoning if it is not attended to?

A. The doctor told me if I did not be very careful it would go into blood poison. That was the company's doctor - Dr. E. F. Carter, associated with Dr. Murphy.

Q. The company's doctor?

A. Well, the doctor they had employed. The doctor

spoke about this condition that they had a contract with. This poison that affects the feet, ground itch or humor or whatever you would term it, I have had a doctor to tell me it was a parasite that came out of the ground in these pits. It is almost incurable. I have seen foremen with it, something like erysipelas, and you got a scab and you scratch at it and it is inflamed. We have one foreman out there now in bad shape with one leg something similar to erysipelas with it and I have seen it there and it is pretty near a solid scab up to his knees.

Q. Ever get cured of it?

A. Never get cured of it as long as you go into those pits. The only way to get cured is to keep any dampness from it.

Examiner Raleigh: All right, Mr. Crough.

Mr. Crough: That's all.

Examiner Raleigh: Any questions, Mr. Clapham?

Examiner Clapham: No.

Examiner Raleigh: Mr. Meredith?

Examiner Meredith: No.

Examiner Raleigh: Mr. Turner?

Mr. Turner: No.

(Witness Excused.)

-o-

J. D. WHIDDEN,

recalled as a witness on the part of the complainants, testified further as follows:

DIRECT EXAMINATION

By Mr. Crough:

Q. You had a conversation with Dr. Murphy?

A. Yes, sir.

Q. In regard to the insurance feature?

A. Yes, sir.

Q. Will you explain that to the Board, what that conversation was?

A. Whilst I was about the fee business, the doctor fee, I got my hand hurt, just a small gash in there, and I did not go to the doctor with it; and so I was in town that night, and he saw me with my hand tied up, and he got after me about it and asked me why in the dickens I didnt come to him about it, and to come into the office and let him fix it up and he would get a dollar for it; and he asked me to come to the office and sign a release the next morning so he would get his dollar and make a report to the office and I went to the office and they asked me to sign a release. And there was another time this past November, was a year ago, I went to - I got my eye hurt - got a piece of iron in my eye and I was off two days and had Dr. Murphy treat my eye. Well, he got uneasy

about it and he told me to come to a Tampa specialist. Well, I did; I hired a car and came to see Dr. Jefferson here in town, and he examined me and said it would be all right in a few days. And I went back to Mulberry and lost three days time and was out about thirty dollars. So when I went to them and asked them for the time I was off and I asked what I was to sign a release for, and I told them I would not sign any release until the eye was thoroly well. So they never did - he said he would see what he could do about it - the bookkeeper did; and three or four months later I asked him about it and he said, well, the insurance company claimed it was not the company's fault - so I lost three days' time and about thirty or thirty-five dollars in money and didnt get anything for it at all. In a good many cases when a fellow is hurt they bring out a release to him, in some cases before the doctor gets there; and if he signs a release he dont get anything.

Q. Who brings the release out?

A. The pay boss or Eskridge or the paymaster.

Examiner Raleigh: Any questions, Mr. Meredith?

Examiner Meredith: No.

Examiner Raleigh: Mr. Clapham?

Examiner Clapham: No.

Examiner Raleigh: Mr. Turner?

Mr. Turner: No, sir.

By Mr. Crough:

Q. Do you know of any men out there who have been refused employment because they belong to the union?

A. Yes, sir.

Q. How many?

A. The yardmaster has refused two men I know of in the past two weeks, to employ them because they were union men; told them if they would withdraw from the union he would give them a job.

Q. What is his name?

A. B. G. Yancey; he is a brother-in-law to the general manager.

Q. How do you know that he told him that?

A. They told me so, and would make affidavits to it.

Q. What are their names?

A. One is Leavens; I forget his initials; and the other is ~~xxx~~ the Draude boy; I dont know what his initials are.

Q. When and where did Leavens tell you this?

A. Why, it was in the office. I asked him for an affidavit and he said -

Q. When was it?

A. It was sometime last week; I forget the date.

Q. What office was it?

A In our union office in Mulberry.

Q. In the union office?

A. Yes, sir.

Q. And you asked him for an affidavit?

A. Yes, sir. I asked Draude for one and he came into the office to make it and our sercretary, for some reason, didnt take the affidavit; said the boy was under age and he didnt think the affidavit would be any good for that reason; but I can get the affidavit if it is necessary.

Mr. Crough: That is all.

(Witness Excused.)

Mr. Crough: I will ask to introduce in this case a number of pay envelopes from this company to show that their two weeks' work leaves them only a small balance coming. Here is one man had a balance of 50 cents after his aluminum checks were being taken out. Here is another one where it about balanced up this amount of groceries he bought, leaving a balance of practically nothing. The first is No. 469, of date August 9th, 1918; the name is Dick Bradley and he had 50 cents coming. No. 186 for two weeks ending November 15th, 1918, J. W. Young had $17.40 and had about three checks in aluminum money to the amount of $17.00 worth.

Examiner Raleigh: What is that notation there, "water", mean; do you know?

Mr. Crough: I dont know.

A Voice: He has to buy his water in Mulberry; he

dont live on the company property.

Mr. Crough: That shows there was nothing left after paying his expenses.

Here is another one, 195, for two weeks ending November 15th, 1918; David McGriff; he had a balance coming to him of 40 cents.

Here is No. 204 for two weeks ending June 28th, 1918; name J. M. Pollock; had nothing coming to him.

Here is one, No. 213; two weeks ending November 15th, 1918; name John Brown; had nothing coming to him.

Here is another one, No. 271; two weeks ending May 3rd, 1918; John Wiley; had one dollar coming.

Here is one, No. 333, for two weeks ending August 9th, 1918; John Wiley; amount due, three dollars.

No. 349, for two weeks ending August 23rd, 1918; John Wiley had one dollar coming.

No. 307, two weeks ending April 15th, 1918; John Wiley had $3.50 coming.

No. 222, two weeks ending July 26th, 1918; J. M. Pollock had $2.52 coming.

No. 214, two weeks ending March 8th, 1918; J. M. Pollock had 91 cents coming.

No. 136, two weeks ending May 17th, 1918; Phil Pollock had nothing coming.

Here is No. 213, two weeks ending September 6th, 1918,

dont live on the company property.

Mr. Crough: That shows there was nothing left after paying his expenses.

Here is another one, 195, for two weeks ending November 15th, 1918; David McGriff; he had a balance coming to him of 40 cents.

Here is No. 204 for two weeks ending June 28th, 1918; name J. M. Pollock; had nothing coming to him.

Here is one, No. 213; two weeks ending November 15th, 1918; name John Brown; had nothing coming to him.

Here is another one, No. 271; two weeks ending May 3rd, 1918; John Wiley; had one dollar coming.

Here is one, No. 333, for two weeks ending August 9th, 1918; John Wiley; amount due, three dollars.

No. 349, for two weeks ending August 23rd, 1918; John Wiley had one dollar coming.

No. 307, two weeks ending April 15th, 1918; John Wiley had $3.50 coming.

No. 222, two weeks ending July 26th, 1918; J. M. Pollock had $2.52 coming.

No. 214, two weeks ending March 8th, 1918; J. M. Pollock had 91 cents coming.

No. 136, two weeks ending May 17th, 1918; Phil Pollock had nothing coming.

Here is No. 213, two weeks ending September 6th, 1918,

name J. M. Pollock; had $3.76 coming.

Here is No. 222, two weeks ending August 23rd, 1918; J. M. Pollock had $4.12 coming.

No. 286, two weeks ending July 12th, 1918; J. M. Pollock had nothing coming.

Examiner Raleigh: You file those as exhibits, Mr. Crough?

Mr. Crough: Yes, I file those as exhibits, Mr. Chairman.

(The said pay envelopes, 15 were in number, were marked "Exhibit 18, Witness Crough", to "Exhibit 32, Witness Crough", inclusive, and are returned with this record as part thereof.)

Mr. Crough: I believe that because of the other testimony we have as to the hazardous character of the occupation and the conditions under which those men work, we should have the eight hour day and should have the eight hour day because it has been recognized by the government as the regular working day; that we should have time and a half for overtime because this is also recognized by the government as a proper condition and proper remuneration; ~~xmd~~ that the men ought to have or get when they work overtime. We believe we should have the right of collective bargaining in this case because it would bring peace in the district and because it would be for the benefit of the

company and of the employes and we believe we are entitled to the raise in wages asked in this case because we have proven conclusively that the wages are inadequate to meet the increased cost of living. We believe that we have also proven discrimination on behalf of this company and we wish the Board to consider that phase of the case and that those men who have been discharged should be reinstated and remunerated for the time they have lost since their discharge by this company. We believe that the company should be told that it was not the proper thing to have gunmen walking around this plant with guns in their pockets intimidating the natives and residents of that district, men who had lived there all their lives and who have remained in that district and worked for their living. We believe that the company should look after the sanitary conditions of the camp and make it more healthful. We ask that any and all increase in wages that might be awarded by the War Labor Board would date back to September 6th, the date of the filing of this complaint.

We claim that phosphate is a war essential industry because it has been classified by the War Industries Board as a war essential industry, and this company has asked the government for fuel in order that they could run their phosphate mine, claiming that it was one of the most essential industries during the war.

That is all, Mr. Chairman.

Examiner Raleigh: Mr. Turner, you have filed this statement in this case on behalf of the company. Do you wish to make any additional statement at this time?

Mr. Turner: No.

Examiner Raleigh: The case is closed, gentlemen; and we will stand adjourned until ten o'clock tomorrow morning, when we will take up case No. 691, the American Agricultural Chemical Company.

(Thereupon, at 5.40 p. m. of this Thursday, December 12th, 1918, the hearing of this matter was closed.)

-o-

National War Labor Board
Received File Room
JAN 11 1919
Case File ____ Case No. 690
No. ____ Class ____

State Of Florida.

County Of Polk.

Personally appeared before me B.A.Welch who being duly sworn makes the following statment. That about two months ago he made application the P.P.C.O for a position as motorman and that he was told by foreman Mr Hall that he would have to go back to Pierce Mine a reccommendation, and that he applied for a reccommadation from the Pierce Mines, but they refused stating that he did not need a reccommdadtion. and the Prarie Pebble Phospahte Co refused to hire him without the recommadtion.

Sworn amd subscribed before me this 17th Day of Sept A.D.1918.

B.A. Welch

NATIONAL WAR LABOR BOARD
Docket No. 690 Place Tampa, Fla.
Exhibit 11 Witness George
At instance of Board
Deft. Interv. Compl.
Date 12/12/18 Reporter

Notary Public, State of Florida
Commission expires March 8 1921

11

WEIGHT AND RATE MUST BE INSERTED IN ALL BILLS OF LADING

INSURE ALL GOODS

DRY GOODS
CLOTHING
HATS, SHOES

BOSTON STORE

LOUIS SILVERMAN, MANAGER

LADIES' AND GENTS' FURNISHINGS

MULBERRY, FLORIDA,

March 13, 1917-

File #153-

National War Labor Board
Received File Room
JAN 11 1919
Gen'l File Case No. 690
No. Case

Messrs. S. Rosin & Co.,

Attention Mr Louis Silverman,

Mulberry, Fla.

Dear Sirs:---

I wish to acknowledge receipt of your favor of March 2nd concerning direct orders we are giving to some of our employees on Merchants in Mulberry.

I wish to advise that these orders are not given, as stipulated by you, in payment of wages, but as an advance to some of our employees, on their own request, and we wish to put you on notice, that if you cash any orders issued by this Company on any Merchant other than yourselves, you are doing so at your own risk, and this Company will not be responsible for them.

Yours very truly

(SIGNED) C.C.Martin.

General Manager.

Copy of one we received

NATIONAL WAR LABOR BOARD
Docket No. 690 Place Tampa Fla.
Exhibit 17 Witness Silverman
At instance of
Compl. Deft. Interv. Board
Date 1/12/18 Reporter

National War Labor Board
Received File Room
JAN 11 1919
Gen'l File Case No. 690
No. Class

CHAPTER 6914

Section 1. That any person, firm or corporation is uing check, coupons, punchouts, tickets, tokens or other device in payment for labor, redeemable either wholly or partially in goods or merchandise, at their or any other place of business, shall, on demand of any legal holder thereo f, on or after the ~~XXXXXXXXXXXXXX~~ ninetieth day succeeding the day of issuance, be liable for the full face value thereof in current money of the United States.

Se ction 2. That any such checks, punch-outs, coupons, tickets, tokens or other device, issued by any person, firm or corporation in payment for labor shall be considered and treated as payable to bearer in current money of the United States, notwithstanding any contrary stipulation or provision which maybe therein contained. ~~XXXXXXXX~~.

Section 3. That in case of failure of any person, firm or corporation to pay any holder of any such check, punch-out, ticket, coupon, token or other device issued by them in payment for labor, the full face value thereof in current money of the United States, on or after the ninetieth day succeeding the day of issuance, when so demanded, such holder may immediately bring suit thereon in any court of competent jurisdiction, and, in addition to recovering the full face value thereof, with legal interest from demand, may recover ten per cent of said amount as attorney's fees in the same suit.

Copied from the acts of the Legislature of 1915.

NATIONAL WAR LABOR BOARD
Docket No. 690 Place Seattle
Exhibit 15 Witness Elizabeth Baker
Compl. Deft. At instance of Interv. Board
Date 1/3/18 Reporter

WEIGHT AND RATE MUST BE INSERTED IN BILL OF LADING. INSURE ALL GOODS.

THE BOSTON STORE

S. ROSIN, PROPRIETOR.

DRY GOODS, CLOTHING, SHOES, HATS, LADIES' AND GENTS' FURNISHINGS,
PICTORIAL REVIEW PATTERNS.

BRANCH STORES
MULBERRY, EUSTIS, FT. MYERS AND WAUCHULA
FLORIDA.

National War Labor Board
Recovery File Room
JAN 11 1919
Cert File ____ Docket No. 690
No. ____ Class ____

ARCADIA, FLORIDA

March 2nd., 1917

NATIONAL WAR LABOR BOARD
Docket No. 690 Place Tampa, Fla.
Exhibit 18 Witness Silverman
At instance of Board
Deft. Interv.
Compl.
Date 12/12/18 Reporter

Mr. C.C. Martin,

General Manager Prairie Peeble Phosphate Co.

Mulberry, Fla.

Dear Sir:-

We may as well get together on the trade checks or other device issued by the Prairie Peeble Phosphate Co. in payment for labor.

We do not want to go into litigation with you on the above, because we have you beat, and would rather you look at this in a business way, settle the matter peacefully, and be friends.

We are only asking for that which the LAW allows, equal rights and everyone to spend their money as they please, but if you persist in us taking this to the courts, we shall certainly do so.

We are also taking all the orders issued by your Company and we shall collect for them on demand, or if you perfer to keep us waiting ninety (90) days from the date the order is issued, this will be agreeable, with the understanding that we will not allow a discount 5%.

This legal opinion was handed to us by our attorney, Mr. J.W.Burton of Arcadia, Fla.

Thanking you for an early response to this letter, we are

Yours very truly

S. Rosin & Co.

National War Labor Board
Received File Room
JAN 11 1919
Cert File ____ Docket No. 640
No. ____ Class ____

Mulberry Fla. Aug 15. 1918.

Mr C. C. Martin Gen. Mgr.
International Agricultural Corporation Co.
Mulberry Fla.

Dear Sir;

The undersigne Committee of your Employees, selected by the Mulberry Mineral Workers Union No 253, beg leave to submit the enclosed agreement and wage scale for your consideration.

We respectfully request that a conference be held between you or your authorized agents and this committee, the time and place to be designated by you ; the conference to be held not later than Aug the 27th 1918. so that amicable adjustment may be arived at respecting the enclosed agreement and wage scale.

We respectfully request a reply to this communication on or before Aug the 20th 1918. Failure to reply to ~~this communication~~ withen the date above mentioned will be considered a refusal.

Hoping you will give this matter favorable consideration we remain

Respectfully yours

C. F. SIngletree

D. E. Collins

T. A. Gason

Committee

NATIONAL WAR LABOR BOARD
Docket No. 640 Place Tampa Fla.
Exhibit 1 Witness Brough
At instance of Board
Deft. Interv.
Compl. Reporter
Date 12/12/18

National War Labor Board
Received File Room
JAN 11 1919
Cent'l File Case No. 690
No. Class

Contract.

This agreement made and entered this _____day of_____ Nineteen hundred and eighteen (1918) by and between the

Hereinafter designated as the Company, party of the first part, and Mulberry Mineral Workers Union, International Union of Mine, Mill and Smelters Workers, hereinafter designated as the Union, party of the second part.

Witnessed.

Article 1.

Section 1. It is agreed that the Company shall employ members of the Union, and all employees working within the jurisdiction of the Union shall become members of the Union within fifteen (15) days after the adoption of this agreement. And all who may hereafter be employed by the Company, within the jurisdiction of the Union, shall become members of the Union within fifteen (15) days after such employment commences.

Section 2. It is agreed that the Company shall deduct from its regular pay roll the dues, initiation fees and assessments due the Union from the members thereof, for which an order shall be signed by the members of the Union. The Secretary of the Union shall supply a list of all deductions to be made on the _____day of each month at the Company's office. Such deductions to be paid to the Secretary-Treasurer of the Union on the _____ day of each month for the month next preceding. The Company to furnish a list of its employees when requested by the Secretary of the Union.

Article 2.

Section 1. The Company shall have exclusive right to hire and discharge employees, and this right shall not be abridged by the Union. The Company agrees that no employee shall be discharged because of his membership in the Union or his activity in its behalf.

Article 3.

Section 1. That eight (8) hours in each twenty-four (24) hours shall constitute a shift of one day's work. All time worked over the eight (8) hour period to be paid for at the rate of time and one-half, and double time to be paid for Sunday and holiday work. It being understood that overtime shall be worked only when shown to be absolutely necessary or in case of emergency.

NATIONAL WAR LABOR BOARD
Docket No. 690 Place
Exhibit 2 Witness
At instance of
Compl. Deft. Interv. Board
Date
Reporter

Article 4

Section 1. It is agreed that the Union Committee shall be recognized by the Company; take up and investigate any and all grievances that may arise between the Company and the employees in course of employment. And that no discrimination shall be exercised by the company against the Committeemen in performance of such work.

Section 2. It is agreed that if any member of the Union has been discharged and it is shown, upon investigation, that he has been unjustly discharged, he shall be reinstated in former position and shall be paid wages in full for the period of discharge.

Section 3. All grievances arising between the Company or its officials, and the Union and its members, that cannot be adjusted by the Manager or Superintendent and the Union Committee, shall be referred to an arbitration committee for settlement. Such committee to be composed of five (5) members, two (2) to be appointed by the Company, two (2) to be appointed by the Union, and these four to select a fifth (5) member. In case of inability to agree on the fifth (5) member, the United States Department of Labor shall be requested to design the Chairman of the Committee. The Plant shall continue in operation, pending the decision of the Committee. The decision of the Committee shall be binding upon all parties concerned.

Article 5

Wage Scale

Electricians

Linemen	72¢ per hour
Combination man,	72¢ "
Armature,	77¢ "

Railway Department

Locomotive Engineers,	72¢ per hour
Fireman,	65¢ "
Yardmasters,	72¢ "
Waymasters,	72¢ "
Foremen,	85¢ "

Power House

Chief Engineer,	1.00 per hour
Operating Engineer,	75¢ "
Second Engineer,	65¢ "
Switchboard Operator,	55¢ "
Compressor Man,	55¢ "
Oilers,	50¢ "
Firemen,	60¢ "
Producer Firemen,	55¢ "

Wage Scale continued #2

Pumping Station

Engineer,	75¢ per hour
Oiler,	55¢ "
Fireman,	60¢ "

Drag Line

Drag Line Operator,	85¢ per hour
Fireman,	50¢ "
Oiler,	50¢ "

Brown Hoist

Operator,	85¢ per hour
Fireman,	50¢ "

Steam Shovel and Tractor

Operator,	85¢ per hour
Craneman,	65¢ "
Shovel Fireman,	55¢ "

Trolley Men

Trolley Operator,	65¢ per house
Flagman,	50¢ "
Pole Tender,	50¢ "
Night and Day Watchman,	60¢ "

Wage Scale Continued #3.

Mining Department

Pit Foreman	75 ¢ per hour
Dam Foreman,	75 ¢ "
Washer Man,	60¢ "
Oilers,	55¢ "
Motorman,	50¢ "
Gunners,	50¢ "
Suction Tenders,	50¢ "
Dam Tenders,	50¢ "
Track and Float Man,	75¢ "
Other labor not named in the above,	45¢ "

Mill Department

Mill Foreman,	75¢ per hour
Assistant Foreman,	65¢ "
Oilers,	50¢ "
Motorman,	55¢ "
Fireman,	50¢ "
Car roller,	50¢ "

Car Loader Dumps

Car Loader Dumps,	$ 75¢
50 and 60 capacity box cars,	1.50
70 capacity box cars,	1.60
80 " " "	1.75
190 " " "	2.00

Mechanical Department

Brick Mason,	85¢ per hour
Machinists,	85¢ "
Blacksmith,	85¢ "
Pipe Fitters,	85¢ "
Painter,	85¢ "
Car Repairers,	85¢ "
Carpenters,	85¢ "

Foreman of the Mechanical Department to receive 90¢ per hour.

Article 6th.

Section 1. Nothing in this agreement shall deny or preclude the right of employees, either by themselves or through the Union, from taking up with the Company the question of unfair treatment or any matter not herein specifically agreed upon which may require adjustment.

Section 2. This agreement shall be in full force and effect for the period of one (1) year from the date of its adoption and thereafter until either party to this agreement shall give thirty (30) days written notice of their desire to terminate or change its condition.

GRIEVIANCES THAT AROSE AT DEISEL POWER HOUSE
PRARIE PEBBLE PHOSIPHATE CO.

Article 1 Costom of Company to give oilers overtime when one or more oilers would be absent, amount being three ours

Mr Lane
One operator was aloued to give his oilers six hours over time and this time was excpted and men received pay for same

The other Operator Mr R H Mayo gave his Oilers three hours overtime and Chief Enginear Mr Moor cut their time back to twelve hours or regular shift, And men refused to work any longer unless Mr R H Mayo would have this time put back,

Mr Mayo Requested or ask for this time to be put back and was fiered for doing so, After discharging Mr Mayo the Cheif Enginear Mr Moor gave the oilers six hours overtime also made all kinds of promises if men would work on and stay out of Union

The grieviance commitie was called in and requested a conferance with Mr C C Martin the Gen Manager and was ignored refused to meet any commitie , Business Agent V Urquhart caled Mr Martin over Telephone and Mr Martin stated that he did not want to meet any commitie

X3

NATIONAL WAR LABOR BOARD
Docket No. 690 Place Tampa Fla.
Exhibit 3 Witness Crough
At instance of Board
Interv. Deft.
Reporter
Compl.
Date 12/12/18
690

National War Labor Board
Received File Room
JAN 11 1919
Cert/File Case No. 690
No. Class

before Strike was called
forenoon
afternoon

Mulberry Fla Oct 11 1918,

Mr C C Martin
City

Dear Sir

The undersigned Committee apointed by Mulberry Mineral Workers Union employes of Prarie Pebble Phosphate Co Request A conference with You Oct th 12 M, for the purpos of ajusting grievances arising at Deisel Power House

Kindley notify Us at our respective stations

Yours Respecfully Yours

Comittie

E. L. Hall
R. H. Baran
Earl W. Hilden

National War Labor Board
Received File Room
JAN 11 1919
Gen'l File Case No. 690
No. Class

NATIONAL WAR LABOR BOARD
Docket No. 690 Place Tampa Fla.
Exhibit 4 Witness Crouch Whidden
At instance of
Compl. Deft. Interv. Board
Date 12/12/18 Rea R Barnett
Reporter

690

Form 1204

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 3KX 62 BLUE

National War Labor Board
Received File Room
JAN 11 1919
Genl File ____ Case No. 690
No. ____ Class ____

DENVER COLO 6PM OCT 14TH 1918

J C LOWNEY

MULBERRY FLO

DEPARTMENT OF LABOR WIRES ME THAT MATTER OF CONTROVERSY MULBERRY HAS BEEN REFERRED TO NATIONAL WAR BOARD AND SUGGESTS THAT I WIRE EMPLOYEES TO RETURN TO WORK AND TO AWAIT DECISION OF THE BOARD I ADVISE COMMITTEE WAIT ON MANAGEMENT [redacted] AGREE TO RETURN TO WORK PENDING DECISION OF BOARD PROVIDING COMPANY ALSO AGREES TO SAME AND THAT THERE SHALL BE NO FURTHER DISCRIMINATION

CAHS H MOYER

822AM

NATIONAL WAR LABOR BOARD
Docket No. 690 Place Tampa, Fla.
Exhibit 5 Witness Crouch
At instance of
Compl. Deft. Interv. Board
Date 12/12/18 Reporter

5.

690

Mulberry Fla Oct 23th 1918.

National War Labor Board.
Washington D.C.

Dear Sirs

I Was ordered to report for duty and on reporting for duty, was ~~told~~ asked if I belong to Union? I told him that I did. and Mr H. A. Ford A. G. M. stated that he did not nead me on account of my beloning to Union, also stated that he would atend to all other Watchmen that belong to Union

Yours Truly

H. A. Driggers

NATIONAL WAR LABOR BOARD
Docket No. 690 Place Tampa Fla
Exhibit 8 Witness Crough
At instance of Board
Deft.
Interv.
Compl.
Reporter
Date 12/12/18

690

National War Labor Board
Received File Room
JAN 11 1919
Cert'd File Case No. 690
No. Class

PRAIRIE PEBBLE PHOSPHATE COMPANY,
MULBERRY, FLA.

"OFFICE OF ASSTSTANT GENERAL M/AGER "

Prairi, Fla. July 22nd.1918.

All Concerned.

Hereafter no one who has been iischarged from the service at any previous time must be reemployed.

White men must not be employed by any one or promised employment before submitting their reference, which must include a recomendation from their last employers to this office or to the General Manager.

Yours very truly,

A. G. M.

haf/bhg

NATIONAL WAR LABOR BOARD
Docket No. 690 Place Tampa, Fla.
Exhibit 10 Witness Crough
At instance of Board
Compl. Deft. Interv.
Date 12/12/18 Reporter

690

National War Labor Board
Received File Room
JAN 11 1919
Case No. 690

NO. EMPLOYEES		NAMES OF CRAFTS	HOURS	PRESENT WAGES	WAGE DEMANDS
		Mechanical Department			
4		Machinists	10	60	72½
1		Blacksmiths	10	60	72½
1		Boiler Makers	10	60	72½
1		Pipe Fitters	10	45	72½
4		Carpenters	11	42½	72½
1		Locomotive Engineers	12	42½	72½
		Painters			
		Bricklayers			
2		Electricians	10	50	72½
1		Armature Winders	11	60	72½
1		Car Repairmen	10	42½	72½
4		Foremen of above depts.	10	41 to 66	80
		Shovel Engineers			
		Cranemen			
14		Firemen	12	23	60
1		Chief Engineers	12	48	100
2		Operating Engineers	12	41	72½
2		Switchboard Operators	12	27	60
25		Oilers	12	23	60
9		Mill & Mine Foremen	12	35	75
1		Yard & Weigh Masters	12	35	75
12		Car Loaders Hazardous	50 to 175 Per Car	50 to 75 Per hour	
6		Washer Men	12	28	60
20		Gunners	12	23	50
7		Suction Tenders	12	23	50
7		Motermen	12	23	50
188		Common Labor	12	21	45
2		Track & Float Foremen	10	42	75
7		Trolley Operators	12	23	65
9		Watchmen	12	21	60
2		Drag Line Operators	12	35	80
1		Brown Hoist Operators	10	42	75

NATIONAL WAR LABOR BOARD
Docket No. 689 Place Tampa, Fla.
Exhibit 12 Witness Clough
At instance of Board
Comp. Deft. Intervr.
Date 12/12/18 Reporter

Form 1206

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 7KX 43 NE

National War Labor Board
Received File Room
JAN 11 1919
Genl File Case No. 690
No. Class

COLUMBIA TEEN OCT 17TH 1918

V URQUHART

MULBERRY FLO

WAR LABOR BOARD IN-STRUCT MEN RETURN TO WORK AND FILE COMPLAINT AGAINST OO EMPOYESS OF EACH CO ~~THU~~ then COMITTES WILL SIGN COMPLAINT I WILL BE IN MULBERRY WEDNESDAY IN THE MEANTIME HAVE MEN RETURN TO WORK OR WAR LABOR BOARD WILL NOT HANDLE CASE

EDW CROUCH

954AM

690

NATIONAL WAR LABOR BOARD
Docket No. 690 Place Tampa Fla.
Exhibit 6F Witness Crouch
At instance of
Compl. Deft. Interv. Board
Date 12/12/18 Reed Barnes
Reporter

No. 27 Two Weeks Ending MAY 8 1918

Name John Wiley

Prairie Pebble Phosphate Company

2.00 LB
1.00
27.00

Amount Due - - $ 1.00

No. 333 Two Weeks Ending AUG 9 1918

Name John Wiley

Prairie Pebble Phosphate Company

1.00
25

Amount Due - - $ 2.00

Prairie Pebble Phosphate Company

No. 349 Two weeks Ending AUG 23 1918

Name John Wiley

24.00
2.00 LB

Amount Due - - $ 1.00

No. 307 Two Weeks Ending APR 1911

Name John Wiley

PRAIRIE PEBBLE PHOSPHATE CO.

1.00
22.00

Amount Due, $ 3.00

THE RAINY DAY IS COMING TO YOU

Put Aside Part of This With the

BANK OF MULBERRY

Capital and Surplus - - $75,000.00

FOUR PER CENT. PAID ON SAVINGS

Open Pay Nights for Your Convenience

"Make Our Bank Your Bank"

PHOSPHATE PRINTING COMPANY, MULBERRY, FLA.

No. 222 Two Weeks Ending JUL 26 1918

Name J M Pallock

Prairie Pebble Phosphate Company

3.00
6.00
17.00

Amount Due - - $ 2.52

No. 286 Two Weeks Ending JUL 12 1918

Name J M Pallock

Prairie Pebble Phosphate Company

16.81
8

Amount Due - - $ 2

No. 213 Two Weeks Ending NOV 1 5 1918

Name John Brown

Prairie Pebble Phosphate Company

275 A W 00
23 00 CKS
10 00 Ads

Amount Due . . . $ X

to Be Return

No. 136 Two Weeks Ending MAY 1 7 1918

Name Phil Pollock

Prairie Pebble Phosphate Company

7 50
5

Amount Due . . $ X

No. 469 Two Weeks Ending AUG 9 1918

Name Dick Bradley

Prairie Pebble Phosphate Company

2 00
21 00

Amount Due . . $ 50

No. 241 Two Weeks Ending MAR 8 1918

Name J M Pollock

PRAIRIE PEBBLE PHOSPHATE CO.

21 00

Amount Due, $ 91

THE RAINY DAY IS COMING TO YOU

Put Aside Part of This With the

BANK OF MULBERRY

Capital and Surplus - $75,000.00

FOUR PER CENT. PAID ON SAVINGS

Open Pay Nights for Your Convenience

"Make Our Bank Your Bank"

PHOSPHATE PRINTING COMPANY, MULBERRY, FLA.

No. 213 Two Weeks Ending SEP 6 1918

Name J M Pollock

Prairie Pebble Phosphate Company

26 00

Amount Due . . $ 2 76

No. 222 Two Weeks Ending AUG 2 3 1918

Name J M Pollock

Prairie Pebble Phosphate Company

2 00
4 19
20 00

Amount Due . . $ 1 12

No. 186 Two Weeks Ending NOV. 1 5 1916

Name [illegible]

Prairie Pebble Phosphate Company

[illegible]

Amount Due . . $ 17 40

No. 195 Two Weeks Ending NOV 1 5 1916

Name Dave McGrath

Prairie Pebble Phosphate Company

26 [illegible]
2 LB
27 Ck

Amount Due . . $ 40¢

No. 204 Two Weeks Ending JUN 2 8 1916

Name J M Pollock

Prairie Pebble Phosphate Company

1911

Amount Due . . $ X

National War Labor Board
Received File Room
JAN 11 1919
Case File Case No. 690
No. Class

TO THE NATIONAL WAR LABOR BOARD,

Gentlemen:

In the matter of the case of Employees versus International Agricultural Corporation of Mulberry, Florida, docket No.690, we appear for the sole and express purpose of denying the jurisdiction of the board to hear a controversy that, in our opinion, does not exist; and, if it did exist, to hear it without the consent of both parties, our position being that we believe that the National War Labor Board was created by proclamation of the President of the United States for the sole purpose of having some tribunal to which could be submitted matters in controversy between employers and employees when they could not agree between themselves and when and if they both voluntarily desired to submit their differences to some other body.

We do not concede that it was ever the intention of the president, nor could it have been the intention of the government, to establish an arbitration board for the purpose of compelling either employer or employee to submit his differences to such tribunal when the employer or the employee did not desire to do so. This would be contrary to our Constitution, to the spirit of a free land, and of a free republic, such as this is.

In the case of Adair vs United States, reported in 208 U. S., 52 law edition, page 442, Justice Harlan used this very pertinent language:

> "While, as already suggested, the right of liberty and property guaranteed by the Constitution against deprivation without due process of law is subject to such reasonable restraints as the common good or the general welfare may require, it is not within the functions of government, at least in the absence of contract between the parties, to compel any person in the course of his business and against his will to accept or

retain the personal services of another, or to compel any person against his will to perform personal services for another. The right of the person to sell his labor upon such terms as he deems proper is in its essence the same as the right of the purchaser of labor to prescribe the conditions upon which he will accept such labor from the person offering to sell it. So, the right of the employe to quit the service of the employer, for whatever reason, is the same as the right of the employer, for whatever reason, to dispense with the services of such employe. It was the legal right of the defendant, Adair, however unwise such a course might have been, to discharge Coppage because of his being a member of a labor organization, as it was the legal right of Coppage, if he saw fit to do so, however unwise such a course on his part might have been, to quit the service in which he was engaged because the defendant employed some persons who were not members of a labor organization. In all such particulars the employer and the employe have equality of right, and any legislation that disturbs that equality is an arbitrary interference with the liberty of contract, which no government can legally justify in a free land."

And that pronunciamento by Justice Harlan was in a case where there had been legislation by the congress of the United States. And state courts, construing the same sort of legislation, have held to the same effect, and the principles announced in the Adair case have been again affirmed by the supreme court of the United States in the recent case of Coppage vs State of Kansas, reported in 236 U. S., 59 law edition, page 441 Now, if an act by the congress of the United States or by a legislature of a state could not be justified under the Constitution of this country because depriving the citizen of the right of contract, which is guaranteed by the Constitution, how can it be contended for one minute that any board or tribunal can be established by proclamation of the president, even if he saw fit to do so, - which we deny that he did, - for the purpose of compelling

retain the personal services of another, or to compel any person against his will to perform personal services for another. The right of a person to sell his labor upon such terms as he deems proper is in its essence the same as the right of the purchaser of labor to prescribe the conditions upon which he will accept such labor from the person offering to sell it. So, the right of the employe to quit the service of the employer, for whatever reason, is the same as the right of the employer, for whatever reason, to dispense with the services of such employe. It was the legal right of the defendant, Adair, however unwise such a course might have been, to discharge Coppage because of his being a member of a labor organization, as it was the legal right of Coppage, if he saw fit to do so, however unwise such a course on his part might have been, to quit the service in which he was engaged because the defendant employed some persons who were not members of a labor organization. In all such particulars the employer and the employe have equality of right, and any legislation that disturbs that equality is an arbitrary interference with the liberty of contract, which no government can legally justify in a free land."

And that pronunciamento by Justice Harlan was in a case where there had been legislation by the congress of the United States. And state courts, construing the same sort of legislation, have held to the same effect, and the principles announced in the Adair case have been again affirmed by the supreme court of the United States in the recent case of Coppage vs State of Kansas, reported in 236 U. S., 59 law edition, page 441 Now, if an act by the congress of the United States or by a legislature of a state could not be justified under the Constitution of this country because depriving the citizen of the right of contract, which is guaranteed by the Constitution, how can it be contended for one minute that any board or tribunal can be established by proclamation of the president, even if he saw fit to do so, - which we deny that he did, - for the purpose of compelling

citizens of the United States to submit their controversies, or supposed controversies, to it against their will? We, therefore, deny that the National War Labor Board could have been established for the purpose of forcing employers and employees to submit their differences to it, except and unless they voluntarily desired to do so; and,

Secondly, we contend that it never was the intention that such should be the case when your Honorable Board was created.

We are quite well aware that the citizens of the United States have most gracefully and voluntarily submitted to the deprivation of many constitutional rights during the war. It was their pleasure to do so, in order that the war might be won; but the war has been won and there is no necessity now that there should be a continuance of the deprivation of any constitutional rights that have heretofore been guaranteed to the citizens of the United States. And in making this statement we are simply doing that which we think it is our duty to do as American citizens. The war is over, and if we are to be free from troubles in this country, if we are going to have normal times, those rights for which our forefathers fought and died must again be restored in their entirety to the people.

In the second place we contend that, if it be true that a tribunal could be and was established for the purpose of forcibly compelling employers and employees to agree upon such terms and to make such contracts as such tribunal saw fit to impose upon them because of the peculiar circumstances surrounding a case as might make it necessary that the tribunal should exercise such arbitrary power, no such exigency exists here. There is no reason why this board

should assume jurisdiction of this supposed controversy.

We have been operating our plant without any trouble, and are still continuing to operate it. We are operating an open shop, and are treating all alike, union as well as non-union; we would never have had any trouble or differences with our employees had outside labor agitators remained away from our territory. Our employees, many of them, have been with us for many years, having been satisfied with wages and conditions, etc. We are now paying all the wages we can afford to pay. We have been free from labor troubles inthe past. We have been operating for _____ _ years, and have at all times had the most harmonious relations with our employees. We have been humane, have taken an interest in them, and done everything that an employer, recognizing his employees as human beings and being a part of his establishment, should have done. We, as well as the other phosphate plants in this territory, are providing houses for our employees, lights, fuel, and water, without charging them anything for the same, and the phosphate companies in this territory have been doing that for many years. Since the world war all of the phosphate companies, together with ourselves, have increased salaries and wages of our employees at least three times; and the scale of salaries and wages that are now being paid to the employees, is as follows:

Chief Engineers of Power Station,	12 hrs. a day,	$165 to $250 per month
Operators, Power Station,	12 hrs. a day,	$110 to $150 per month
Oilers, Power Station,	12 hrs. a day,	$2.75 to $3.00 per day
Pit Foremen,	12 hrs. a day,	$100 to $150 per month
Pumping Station Engineer,	12 hrs. a day	$100 to $125 per month
Track Gang Foremen,	12 hrs. a day,	$100 to $125 per month
Floating Gang Foremen,	12 hrs a day	$125 to $150 per month
Mill Foremen,	12 hrs. a day,	$110 to $175 per month
Brown Hoist Operator,	12 hrs. a day	$110 to $125 per month
Drag Line and Steam Shovel Engineer,	12 hrs. a day,	$125 to $165 per month
Gunners,	12 hrs. a day,	$2.75 per day
Suction tenders,	12 hrs. a day,	$2.75 per day
Dam Tenders,	12 hrs. a day	$2.75 to $2.85 per day
Motormen,	12 hrs. a day	$2.75 to $3.50 per day
Washermen,	12 hrs. a day	$2.75 to $3.50 per day
Oilers,	12 hrs. a day	$2.75 to $4.50 per day
Car Rollers, Dry Rock	12 hrs. a day	$2.75 per day
Firemen, Pumping Station,	12 hrs. a day	$2.75 to $3.25 per day
Firemen, Dryers,	12 hrs. a day	$2.75 to $3.25 per day
Firemen, Dickey Locomotives,	12 hrs. a day,	$2.75 per day
Firemen, Shifting Engine	12 hrs a day	$2.75 per day
Firemen, Brown Hoist,	12 hrs. a day,	$2.75 to $3.25 per day
Firemen, Steam Shovel,	12 hrs. a day,	$2.75 to $3.50 per day
Firemen, Drag Line,	12 hrs. a day,	$2.75 to $3.50 per day
Watchmen,	12 hrs. a day,	$2.75 a day to $100 per month
Electric Linemen, and) Combination men,)	10 hrs. a day	$4.25 to $6.00 per day
Armature Winders,	10 hrs. a day	$5.00 to $6.00 per day
Electric Helpers,	10 hrs. a day,	$2.75 to $3.50 per day
Machinists,	10 hrs. a day,	$6.00 per day
Blacksmiths,	10 hrs. a day	$6.00 per day
Carpenters,	10 hrs. a day	$3.00 to $5.00 per day
Machinists's and Carpenters' Helpers,	10 hrs. a day	$2.75 to $3.50 per day
Blacksmiths' helpers,	10 hrs. a day	$2.75 to $3.50 per day
Pipe Fitters,	10 hrs. a day	$4.50 to $6.00 per day
Labor, Floating Gang,	10 hrs. a day	$2.50 to $2.60 per day
Labor, Blasting Gang,	10 hrs. a day	$2.50 to $2.60 per day
Chief Electricians,	10 hrs. a day	$125 to $175 per month
Carpenter Foremen,	10 hrs. a day,	$140 to $175 per month
Labor, Track Gang,	10 hrs. a day	$2.50 per day
Labor, Pit Flunkeys,		$2.50 per day
Labor, Mill Dryers, and Yard		$2.50 per day
Mining Foremen		$150 to $175 per month
Car Loaders, work by the piece, and make every day that they work,		$2.50 to $8.00 per day

All of which compensation and wages are being paid to the before mentioned employees, in addition to furnishing them, as above stated, with house rent, fuel, lights, and water, free.

We have never had any complaints with respect to wages until lately. There has been no such increase in the cost of living in the Mulberry district as to necessitate any increase of wages in order that the employee might live in comfort and ease. And this so-called controversyis an enforced one by certain outside labor leaders for the purpose only of unionizing our employees and making political capital for themselves.

Our output of phosphate has been contracted to be sold years ahead, as is the case with all phosphate companies in this district. Our phosphate was sold under contracts prior to the war, based upon conditions as they existed at that time and upon wages as paid at that time. These contracts must be carried out and the phosphate sold at the figures named therein; and should the demands of the employees be granted, we would be compelled to mine phosphate and sell it at a loss. This we do not propose to do. There is a limit to the amount of phosphate that there is in the earth, and we could better afford to shut down our plant until normal conditions return, and save the phosphate that is in the earth, which will be needed by the people in the future, than to undertake to mine it at a loss. We are frank enough to state that, if conditions should arise whereby we would be compelled to mine phosphate at a loss, there is no doubt but that the mine would be shut down. Therefore, so far as the employees are concerned, it is with them whether they desire to work for us upon terms that heretofore have been satisfactory and upon terms that ought to be satisfactory to any employee, or that there will be no place for them to work, so far as this phosphate plant is concerned.

We, therefore, submit that outside labor agitators and disturbers should not be permitted to come into this situation to disturb the relationship heretofore existing between ourselves and our employees, and thus bring about a possible condition whereby the net result would be to deprive our employees of a place to work, which they now have and which they have heretofore had. And these labor agitators will not be permitted to do so, insofar as we are concerned.

We trust this Honorable Board will appreciate and realize our position; and we know that it will respect us more for standing upon those rights, now that the war has been won, that every American citizen is proud of, rights which we intend to protect by every means afforded us by our government.

All of which is respectfully submitted.

Attorneys for International
Agricultural Corporation

REPRESENTING EMPLOYERS
LOYALL A. OSBORNE
P. F. SULLIVAN, ALTERNATE
C. E. MICHAEL
J. W. MARSH, ALTERNATE
W. H. VAN DERVOORT
H. H. RICE, ALTERNATE
C. A. CROCKER
HAROLD O. SMITH, ALTERNATE
JOHN F. PERKINS
GRANVILLE E FOSS, ALTERNATE

WILLIAM H. TAFT BASIL M. MANLY
JOINT CHAIRMEN
FREDERICK N. JUDSON WM. HARMAN BLACK
VICE CHAIRMEN
W. JETT LAUCK, SECRETARY

REPRESENTING LABOR
FRANK J. HAYES
ADAM WILKINSON, ALTERNATE
W. L. HUTCHESON
T. M. GUERIN, ALTERNATE
WM. H. JOHNSTON
FRED HEWITT, ALTERNATE
VICTOR A. OLANDER
MATTHEW WOLL, ALTERNATE
T. A. RICKERT
JOHN J. MANNING, ALTERNATE

NATIONAL WAR LABOR BOARD

WASHINGTON

Docket Nos. 680 to 691, 786, and 819

FINDINGS

IN RE

EMPLOYEES

VERSUS

CERTAIN EMPLOYERS IN FLORIDA

Serial No. A-224

WASHINGTON
GOVERNMENT PRINTING OFFICE
1919

NATIONAL WAR LABOR BOARD.

Docket Nos. 680 to 691, 786, and 819.

FINDINGS

IN RE

EMPLOYEES v. CERTAIN EMPLOYERS IN FLORIDA.

THE AMERICAN CYNAMID CO., BREWSTER, FLA., DOCKET NO. 680. THE LAKELAND PHOSPHATE CO., LAKELAND, FLA., DOCKET NO. 681. PHOSPHATE MINING CO., NICHOLS, FLA., DOCKET NO. 682. SWIFT & CO., AGRICOLA, FLA., DOCKET NO. 683. THE FLORIDA PHOSPHATE MINING CO., BARTOW, FLA., DOCKET NO. 684. THE CORONET PHOSPHATE CO., PEMBROKE, FLA., DOCKET NO. 685. THE CORONET PHOSPHATE CO., PLANT CITY, FLA., DOCKET NO. 686. PALMETTO PHOSPHATE CO., TIGER BAY, FLA., DOCKET NO. 687. THE CHARLESTON MINING & MANUFACTURING CO., FORT MEADE, FLA., DOCKET NO. 688. THE ARMOUR FERTILIZER WORKS, BARTOW, FLA., DOCKET NO. 689. THE INTERNATIONAL AGRICULTURAL CORP., MULBERRY, FLA., DOCKET NO. 690. AMERICAN AGRICULTURAL CHEMICAL CO., PIERCE, FLA., DOCKET NO. 691. FLORIDA PHOSPHATE MINING CO., MULBERRY, FLA., DOCKET NO. 786. PRAIRIE PEBBLE PHOSPHATE CO., MULBERRY, FLA., DOCKET NO. 819.

---

1. COMMITTEES.

The principles upon which this board is founded recognize the right of employees to organize and bargain collectively, and there shall be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize also shall not use coercive measures of any kind to compel persons to join their unions, nor to induce employers to bargain or deal with their unions.

As the right of workers to bargain collectively through committees is recognized by the board, the company shall recognize and deal with such committees after they have been constituted by the employees.

2. HOURS OF LABOR.

The employees of the above-named companies are now working from 10 to 12 hours per day, and in the judgment of the board, considering the conditions under which the work must be performed, such a work day is too long, and we therefore recommend that the committees, as provided for in paragraph 1, meet in conference with the management and work out an arrangement for a shorter work day.

3. WAGES.

The board finds in this case that the wages have not kept pace with the increased cost of living; therefore recommend that a wage scale be established that will allow the employees to maintain themselves and families in health and reasonable comfort, and we further recommend that a minimum wage of not less than 37 cents per hour for common labor be established.

Adopted by the Board.

FEBRUARY 18, 1919.

Attest:

W. JETT LAUCK,
Secretary.

MINORITY REPORT.

The above finding was adopted by a majority vote of 7 to 5. The employer members favored a finding in words and terms exactly as the above with the exception of the last line providing for the establishment of a minimum rate of 37 cents per hour for common labor.

The employer members of the board could not vote for that clause because they believed that, under the principles of the board which must obtain, it has no right to establish a minimum wage at least $1 per day in excess of the maximum wage which obtained in that section and industry, as well as the rate prevailing under the Railroad Administration in that community for common labor at the time this controversy was submitted.

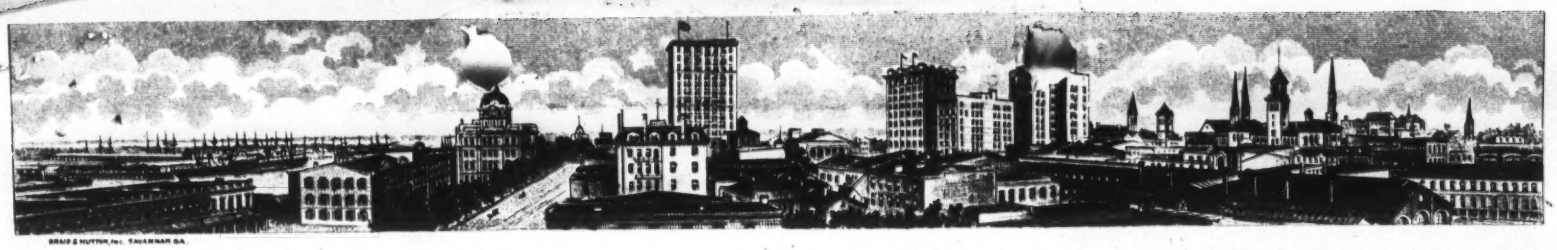
FEBRUARY 18, 1919.

Attest:

W. JETT LAUCK,
Secretary.

[680–691, 786, 819]

○



WILLIAM V. DAVIS, PRESIDENT.
GEO. T. CANN, FIRST VICE-PRESIDENT.
J. D. MYERS, SECOND VICE-PRESIDENT.
THOMAS PURSE, SECRETARY AND SUPERINTENDENT.
WILLIAM GARRARD, JR. ASSISTANT SECRETARY.

DIRECTORS.
O. T. McINTOSH
W. HORACE STILLWELL
JOHN D. CARSWELL
ROBERT S. COPE
J. D. MYERS
WILLIAM V. DAVIS
L. W. BALDWIN
GEO. T. CANN
C. G. BECK
F. A. DAVIS
CHARLTON G. OGBURN
J. PEARCE WHELESS
GEO. F. ARMSTRONG
R. WILLIS HEARD
J. C. NASH

MEMBER CHAMBER OF COMMERCE OF THE UNITED STATES OF AMERICA

Savannah Board of Trade

(INCORPORATED 1883)

Savannah, Ga., August 2, 1918.

Southern States Phos. & Fert. Co.,
Savannah, Georgia.

Dear Sir:-

I take the liberty of enclosing you herewith a copy of a letter written by Mr. Charlton G. Ogburn to Mr. George T. Cann, President of the Board of Trade, which has been referred to me by Mr. Cann with the request that I get up the data covering the subject.

In making the reference to you I realize that it is going to be more or less difficult to furnish exact information on the subject but it is my desire to have this information as nearly correct as possible, and to this end ask your co-operation.

In making your reply I will greatly appreciate if you will state whether or not the card system now in use in Savannah has had any effect on the labor situation.

Thanking you in advance for the information asked for which I will be glad to get at the earliest possible moment, I beg to remain,

Very truly yours,

L. L. Cambridge

Chairman, Labor Committee
Savannah Board of Trade.

S

SAVANNAH BOARD OF TRADE

Savannah, Ga. July 26, 1918

George T. Cann, Esquire,
President Board of Trade,
Savannah, Georgia.

Dear Judge Cann:-

As you doubtless know, the National War Labor Board is now engaged in holding hearings to determine what shall be a minimum wage for the entire country based upon a minimum standard of American subsistence.

It would seem especially desirable for the welfare of Southern industries that the National War Labor Board in determining this minimum standard take into consideration special conditions affecting negro labor, not only the lower standards of comfort to which they are accustomed but their well-recognized tendency to "lay off" from work when their wages were much in excess of their needs.

I have discussed this phase of the matter with members of the War Labor Board and they were inclined to think this tendency of the negro was greatly exaggerated. The most forcible way in which to impress them is by actual statistics showing the actual number of days per week on the average negro laborers under the present prevailing high wages for war work do "lay off".

My recollection is that some Savannah manufacturers have been keeping accurate records from which these statistics could be made up. I believe a great service would be performed for Southern industry if the Savannah Board of Trade could favor the War Labor Board with such statistics. If this minimum wage be fixed at the high figure now contemplated without regard to the peculiar conditions of the negro, the effect will be somewhat disastrous upon the South.

Yours very truly,

CHARLTON G. OGBURN.

M. A. O'BYRNE, PRESIDENT
JOS. W. HEFFERNAN, SECTY. & TREAS.
C. G. WILKINSON, GEN'L MGR.

Georgia Shipbuilding Company

JOS. HULL, VICE-PRESIDENT
F. W. SPENCER, ASST. SECTY. & TREAS.
J. R. KOERPER, ASST. GEN'L MGR.

Savannah, Georgia Aug. 5, 1918

Mr. C. C. Cambridge, Chairman, Labor Committee,
Savannah Board of Trade, Savannah, Ga.

Dear Sir:

Your letter of the 2nd. instant regarding the labor situation in the harbor and in Savannah proper.

I beg to advise that since we have put the card system into effect there has been a marked improvement in the colored labor situation, in fact, we have no trouble whatever at this time in securing all the colored help we need. Our men are working regularly, in addition.

Yours truly,
GEORGIA SHIPBUILDING CO.
BY [signature]

ROBERT M. BUTLER. ROBERT M. BUTLER, JR. HENRY D. STEVENS. HENRY D. STEVENS, JR. CHARLES G. BELL.

BUTLER, STEVENS & BELL

COTTON FACTORS

208 TO 214 BAY ST., EAST

SAVANNAH, GA.,

August 10, 1918.

Mr. C. C. Cambridge,
Chairman, Labor Committee,
Savannah Board of Trade,
Savannah, Ga.

Dear Sir:

Your favor of the 2nd inst., with letter enclosed from Mr. Charlton G. Ogburn, received and contents noted. Pardon our delay in answering, but our warehouseman has been absent and he has charge of the labor.

We find that we have had no trouble in holding our labor for the full time each week as needed during the past year, but we are confronted by a higher wage scale, which will have to go into effect at the beginning of our new season, and we may have some trouble in holding the labor regularly under the new conditions. If so, we will be glad to advise you.

In regard to the card system, our men are carrying their cards and they are punched daily, but they tell us that they have never had any inquiry as to whether they were working or not.

Yours truly,

Butler Stevens & Bell

CGB/w

J. H. QUINT, PRESIDENT. P. G. SCHAFER, VICE-PRES. H. M. QUINT, SECY. & TREAS.

BREAD AND ROLLS OF ALL KINDS.

Schafer Bakery
Incorporated
MAKERS OF THE FAMOUS
NU-DO BREAD

212 - 220 JEFFERSON ST.
SAVANNAH, GA.

August 10th., 1918

Mr. C. C. Cambridge,
Chairman Labor Committee,
Savannah Board of Trade,
Savannah, Ga.,

Dear Sir:-

The writer has been out of the city, and this accounts for the delay in replying to your letter of the 2nd. inst.

We made application some time ago for Cards and Punches, but as yet have not received them, so that we cannot speak from experience about the effect the Card System has had on Labor, but from what we hear, we think it has done quite a bit of good.

We have no receord of days on which our colored workmen have "laid off" but we are fully convinced in our own minds, that there is a tendency on the part of colored laborers to "Lay off" or not make full time when they earn in part of a week what they consider enough to keep them for the full week. We should have said some colored laborers, as what we say doesnot apply to all.

Very Truly Yours,

Schafer Bakery,

J. H. Quint Pres.

ENGINEERS
AND
CONTRACTORS.

Established 1829.

P. Sanford Ross,

INCORPORATED.

1829—PETER SANFORD.
1866—P. SANFORD & CO.
1875—ROSS & SANFORD
1893—P. SANFORD ROSS.

Wharves, Structures, Dredging and Harbor Improvements;

Sub-Marine Rock Removal.

MAIN OFFICE
277 WASHINGTON STREET,
JERSEY CITY, N. J.

511 Savannah Bank & Trust Bldg.

Savannah, Ga., August 7,1918.

Mr.C.C.Cambridge,Chairman Labor Committee
Board of Trade
Savannah,Ga.

Dear Sir;

Replying to your letter of August 2d.

Would say that we find it very difficult to obtain ordinary labor at any fair rate of wages. There seem to be idle men but they do not care to work, as the tendency is to lay off as long as they have any money and only work when they must do so.

This refers not only to ordinary labor but to men such as firemen and deckhands on Boats. They will work, say a week, and then drop out without any notice and want their money for such time.

In our case this is no fault of low wages, as we pay the maximum of prevailing rates. Such men do not go to work again until their money is gone.

This phase is not exaggerated, it has always been this way, but more so since thewar started and they are receiving more than their needs require.

We have received letters from some,(cooks) stating that they would work if we paid them enough. At the present time we are trying to get cooks and we have had four men in the past two days who have come off other jobs where they received large pay who refuse to work sumply because they have enough money to last them a while.

We cannot figure on keeping a negro to work over a week, and some of the whites are just as bad.

We have been informed that the card system has improved the available men. We do not use thee card system, as owing to the nature of our business it cannot be kept up with.

continuously

Yours truly,

P SANFORD ROSS, Incorporated,
By Chas C. Ely R.

SAM ROSS, PRES. & TREAS. ELTON ALLEN SMITH, VICE PRES. JOSEPH E. KELLY, SECRETARY

S&Co.

SMITH & KELLY COMPANY

STEVEDORES

WEIGHING AND SAMPLING OF CARGOES
A SPECIALTY

28 Bay Street East.

Savannah, Ga., 8/7/18.

Mr. C. C. Cambridge, Chrmn, Labor Committee,
Savannah Board of Trade,
Savannah, Ga.

Dear Sir:-

As one of the members of your Committee I regret that I can give you very little information such as Mr. Charlton G. Ogburn is asking for.

Our business is of such a character that it is pretty hard to strictly determine as to the number of our men who lay off. Being in the stevedore business and depending on the arrival of vessels, which is very uncertain, we may be working say three hundred men for three or four days in a week and then there will be a week perhaps that we have very little for the men to do, so we can hardly say that our men lay off at all, except when there is no work for them.

There is no question in the writer's mind but what they do lay off in other industries when they are very badly needed, and that the shortage of labor at this port is caused mostly by such men as these and if we could keep them to work say five and a half days a week, and that is

allowing them Sunday and half day Saturday we would not have very much shortage of labor. The only remedy that we will ever get will be to compel the men to work at least that many hours each week.

Very truly yours,

Sam Ross.

PRESIDENT.

R*C

Lee Roy Myers Co.

13-17 Bay St., West

Dictated

Savannah, Ga. Aug 6, 1918

Mr. C. C. Cambridge, Chairman,
Labor Committee,
Savannah Board of Trade,
Savannah, Ga.

Dear Sir:-

We are in receipt of your letter of Aug 2nd enclosing copy of letter from Charlton G. Ogburn addressed to Judge Cann. Our own experience in this matter would not accord with the experience of others. We have been fortunate enough to have our colored labor give us first-class attendance records.

Our labor can be termed more or less skilled and specialists and the most of our people have been with us a number of years and are very faithful. It is, therefore, not possible to make any deductions from our personal experience.

Yours truly,

LEE ROY MYERS COMPANY.

JDM/T

JRM

FORM 193 2977

Standard Oil Company.

INCORPORATED IN KENTUCKY

ATLANTA BRANCH
AND AGENCIES
S. E. TAYLOR, SPECIAL AGENT.

Atlanta, Ga.

Savannah, Ga. August 6, 1918.

Please refer to file No.

Mr. C. C. Cambridge,

Chairman Labor Committee
Savannah Board of Trade,

Savannah, Ga.

Dear Sir:-

We beg to acknowledge receipt of your letter August 2nd and wish to advise that in our opinion since the card system has been used by us, it has made quite a difference in our labor; in fact, we believe it has quite a good effect upon the labor situation.

We find since the advance in wages among our employes, it has not only been difficult to keep our men but they lose twenty-five per cent. more time than they did before the advance was put into effect. My experience is that the more you pay these colored men, taking in conditions and environments, the less work they will do.

Yours very truly,

T. M. Hodgson

TMH-r.

F. H. MAYNARD, NEW YORK, PRES
H. A. BUTTERFIELD, VICE PRES. & GEN. MGR

LEO C. EDMOND, SECY.
F. H. WILLIAMS, TREAS.

SAVANNAH SUPPLY COMPANY

"THE HOUSE THAT GIVES YOU SERVICE"

MILL, RAILWAY AND PLUMBING SUPPLIES

SAVANNAH, GA. - JACKSONVILLE, FLA.

SAVANNAH, GA. August 5th, 1918. s

Mr. C. C. Cambridge,

Savannah, Ga.

Dear Sir:-

Replying to letter of the 2nd, will say, we have very little experience with colored help as we only employ a few truck drivers and warehousemen and are able to retain their continuous service by paying them more and more as city wages in general advance. We would like to see some standard adopted for colored help, which would be less than white help doing similar work, for the reason that their requirements for comfort are of such a low standard, and would be glad to co-operate in any movement looking to this end.

Yours very truly,

SAVANNAH SUPPLY COMPANY

H. A. Butterfield

Vice Pres. & Gen. Mgr.

✓

Ocean Steamship Company of Savannah

OFFICE OF PORT AGENT

H. M. EMERICK,
Port Agent

SAVANNAH, GA., August 5, 1918.

In your reply please refer to S-E-510-66.

SAVANNAH LABOR:-

Mr. C. C. Cambridge,
Chairman, Labor Committee,
Savannah Board of Trade,
Savannah, Ga.

Dear Sir:-

I beg to acknowledge your letter of the 2nd instant, requesting certain information concerning labor.

I will at once compile actual figures, which will be furnished you within the next few days.

Yours truly,

H M Emerick

Port Agent.

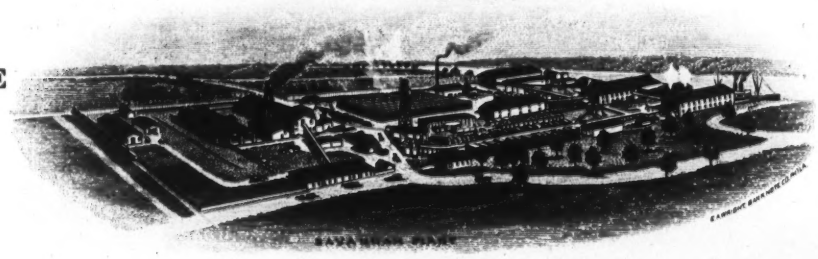
U.

W. J. PIERPONT, PRESIDENT W. J. PIERPONT JR., SECRETARY P. G. PIERPONT, VICE-PRESIDENT

THE PIERPONT MANUFACTURING CO.

OF GEORGIA AND FLORIDA

FRUIT AND VEGETABLE CRATES



WOODENWARE, BOXES AND BOX SHOOKS

CABLE ADDRESS
PIERPONT SAVANNAH
A.B.C.CODE 5TH EDITION

SAVANNAH, GA. Aug. 5, 1918

Mr. C. C. Cambridge, Chairman Labor Committee,
Savannah Board of Trade,
City.

Dear Sir:

We have yours of August 2d in which you ask if the 'Card System' now in use has had any effect on the labor situation, and in reply beg to say that it has helped greatly in that our supply seems to be more regular now than it has been for some time in the past.

In regard to the information asked for by Mr. Ogburn, beg to say that we will have this sent to you a little later. Some of our office force are on their vacations. Upon their return we will get to work on it and mail it to you as soon as it is compiled.

Yours very truly,

Paul G. Pierpont
Vice-President

✓

GEO. E. COPE,
LOCAL MANAGER

W. S. DAFFIN,
LOCAL TREASURER

REG. U.S. PAT. OFF.
ADDRESS REPLY TO THIS LETTER
TO SAVANNAH OFFICE

THE AMERICAN AGRICULTURAL CHEMICAL COMPANY
(SAVANNAH SALES DEPARTMENT)
229 BAY STREET, EAST
SAVANNAH, GA.

Aug. 5, 1918.

Mr. C. C. Cambridge, Chairman, Labor Comm.,
Savannah Board of Trade,
Savannah, Ga.

Dear Sir:-

Your letter of August 2nd at hand and noted.

In reply to your letter beg to say that we have adopted the card system, but this has not had the effect on our negro labor that we expected, for this class of labor with us are only working on an average of about three to four days a week. We are needing labor now, but would not need as many as we do if we could get a full weeks work out of those we have.

Yours very truly,
Geo. E. Cope
Local Manager.

G/K

C. V. SNEDEKER D. C. CARSON

SNEDEKER & CARSON

PLANING MILL AND LUMBER YARD

ESTABLISHED 1866

ROUGH AND DRESSED LUMBER, FLOORING, CEILING, SIDING,
MOULDINGS, PINE AND CYPRESS SHINGLES AND LATHS.

630 HENRY STREET, EAST
TELEPHONE No. 211

SAVANNAH, GA., August 5th. 1918

Mr. C. C. Cambridge, Chairman
Labor Committee Savannah Board of Trade,
Savannah, Ga.

Dear Sir;

Replying to yours of 2nd. instant enclosing copy of letter written by Charlton G. Ogburn, Esq., to Judge Geo. T. Cann, President of Savannah Board of Trade, we beg to say that we have suffered no inconvenience whatever from any of our men "laying off" for a day or two on account of their being able to make enough at the high rate of wages which we are now paying to live comfortably witout making full time each week. We have been using the card system since it was first inaugurated, and all of the men whom we employ regularly have reported for work regularly each day, unless they have had an absolutely good reason for failing to do so.

Yours truly,

Snedeker & Carson

✓

FORM 404

MERCHANTS AND MINERS TRANSPORTATION CO.

Savannah, Ga., August 5, 1918.

File 21868.

Mr. C. C. Cambridge,
Chairman, Labor Committee,
Savannah Board of Trade,
Savannah, Ga.

Dear Sir:-

Yours of the 2nd inst. enclosing copy of letter written by Charlton G. Ogburn to George T. Cann, President of the Board of Trade received and noted.

With regard to the card system which has been in force for some little time, wish to state that in a measure I feel that this card system has had some little effect although the number of men needed by us for our work varies and in a number of instances we do not secure sufficient labor to do our work and sail any of our ships on schedule.

Another feature of the negro labor at the present time with us is that they will not work Saturday and Sunday afternoon after 6 o'clock, which in some instances where our steamers are late further delay in sailing of the ships due to their action in this respect. We had an instance last week where it would have been possible for us to sail the steamer during the middle of the week at midnight of the day working had the labor not refused to work after 6:00 P.M. This necessitated in sailing the ship twenty-four hours late. This, however, is the first instance where they have refused to work after 6 o'clock in the afternoon except on Saturdays and Sundays.

Yours truly,

L M Bowling

Agent.

LME/B.

SAVANNAH AND STATESBORO RAILWAY CO.

OFFICE OF SUPERINTENDENT

S. T. GRIMSHAW.
SUPERINTENDENT

STATESBORO, GA. August 8, 1918.

IN ANSWERING REFER TO FILE NO.

7001

Chairman Labor Committee,
Savannah Board of Trade,
Savannah, Ga.

Dear Sir:

The enclosed letter addressed to Savannah & Statesboro Railway was forward to me from Savannah.

Do I understand that you only desire to receive this information from the manufacturing and railroad interests within the corporate limits and immediate vicinity of the City of Savannah?

This railroad does not enter the City with its trains at the present time.

Yours truly,

S. T. Grimshaw

Superintendent.

August 10, 1918.

Mr. S. T. Grimshaw, Supt.,
Savannah & Statesboro RR.,
Statesboro, Georgia.

Dear Sir:-

Your letter of August 8 - file 7001:

In answer to your question as to whether or not we desire information from manufacturers and railroad interests within the corporate limits and immediate vicinity of the City of Savannah, we would say that we desire this information as far as you can give same covering the State of Georgia, as this proposition is not confined to Savannah alone.

Yours very truly,

Chairman, Labor Committee

m/w.

THE VALDOSTA CHAMBER OF COMMERCE

THE ONLY VALDOSTA IN THE WORLD

JAS. F. McCRACKIN, PRES.
W. L. CONVERSE, VICE-PRES.

W. F. STATEN, TREAS.
J. M. ASHLEY, SEC'TY

VALDOSTA, GEORGIA

August 8th, 1918.

Savannah Board of Trade,
Savannah, Ga.

Gentlemen:-

Attention Chairman, Labor Committee.

Replying to yours of August 2nd in which you ask this organization whether or not the card system now in use in Savannah has had any effect on the labor system, beg to reply that we are not informed as to what the result has been in Savannah, but the card system as used in this city for the purpose of checking laborers and seeing that they were kept employed did not prove of much value and has been discontinued.

Yours very truly,

J. M. Ashley

Secretary.

JMA:VM.

SOUTHERN WHEEL COMPANY

OFFICE OF SUPERINTENDENT.

Savannah, Ga., Aug. 8, 1918.

Savannah Board of Trade,
Savannah, Ga.

Gentlemen:

Replying to your letter of Aug. 2d, relative to the card system now in use, beg to advise that this has been a great help to us in keeping our men at work, and that we have informed our general office at St. Louis what we are doing here in this respect and they are going to take it up with the St. Louis Board of Trade, and try to induce them to employ a similar system there.

Yours very truly,

R. R. Esdale,
Superintendent.

C./A. W.

✓

COLUMBUS, GEORGIA

COLUMBUS CHAMBER OF COMMERCE

THE PLACE WITH THE POWER AND THE PUSH

August 7th, 1918.

Chairman Labor Committee,
Savannah Board of Trade,
Savannah, Ga.

Dear Sir:-

In response to yours of August 2nd with attached letter relative to a minimum standard of labor, wish to say that the Columbus industries do not keep a detailed record that is available as to days employed, etc.

I have conferred on question of negroes working only sufficient number of days to provide them with funds to meet "current expenses", and have had considerable experience in this matter myself, and am quite clear that the floating element among the negroes only desires to work a sufficient length of time to secure a minimum amount of money. Of course if he can get this amount by only working three days, he will only work 3 and not 6. This, however, is not true of the settled individuals among the negroes, and especially the property owners.

I might add that it is the writers settled conviction that the best way to make the negro a good worker and a desirable citizen, is to enable him to become a property owner, for the moment he owns some property he becomes conservative and law abiding and works continuously. You can readily understand why this is true.

I believe this to be one of the moves that should be made by southern leaders if they desire to make the negro more peaceful, honest, energetic, conservative and law abiding.

Yours truly,

S. A. Spivey

Secretary.

S. A. Spivey/c

E. L. BULLOCK
PRESIDENT

L. G. SHEAFER
TREASURER

J. W. BEECHER
GENERAL MANAGER

GEORGIA-CAROLINA LUMBER COMPANY

MANUFACTURERS OF

LONG LEAF AND SHORT LEAF YELLOW PINE

BUSINESS OFFICE: POTTSVILLE, PA.

BAND AND GANG MILLS
PLANING MILL
DRY KILNS

AMERICAN LUMBERMAN
TELECODE
BELL PHONE 1259

ADDRESS ALL COMMUNICATIONS TO THE COMPANY

SAVANNAH, GA.,

Aug. 7th, 1918

Mr. C. C. Cambridge,
Chairman Labor Committee,
Savannah Board of Trade,
Savannah, Ga.

Dear Sir:-

Replying to your letter of Aug. 2nd.

While we are employing only a small amount of labor at our mill and have not been able to obtain your cards nor punch to put the system in operation, yet we have it working after a fashion. It is producing good results, and our colored helps is staying on the job from five to six days per week, and we are having less trouble to get labor than before the "Work or Fight" system went into effect.

Yours very truly,

Georgia-Carolina Lumber Co.,

GSP-f

George S. Patton.

J. J. CUMMINGS, PRESIDENT
J. F. McEACHERN, VICE-PRESIDENT
L. DAWSON WYLLY, SEC. & TREAS.
G. R. AUSTIN, ASST. SEC. & TREAS.

SAVANNAH LUMBER COMPANY

MANUFACTURERS OF

YELLOW PINE AND CYPRESS, DOORS, SASH, BLINDS

LUMBER AND INTERIOR FINISH

YARD, FACTORY AND OFFICE 54TH AND MONTGOMERY STS.

SAVANNAH, GA., August 6, 1918.

Savannah Board of Trade,

Savannah, Ga.

Gentlemen:

Attention Chairman Labor Committee.

Complying with your request of August 2nd, we beg to hand you herewith statement which we trust is what you want.

With reference to the Card system, we believe that same is helping the labor situation to some extent, however, owing to the more than ordinary vacillating and shifting labor conditions, this fact is hard to determine from our records.

Yours truly,

Savannah Lumber Co.,

By L H Quarterman

Sales Manager.

✓

J. J. CUMMINGS, PRESIDENT
J. F. MCEACHERN, VICE-PRESIDENT
L. DAWSON WYLLY, SEC. & TREAS.
G. R. AUSTIN, ASST. SEC. & TREAS.

SAVANNAH LUMBER COMPANY

MANUFACTURERS OF

YELLOW PINE AND CYPRESS, DOORS, SASH, BLINDS

LUMBER AND INTERIOR FINISH

YARD, FACTORY AND OFFICE 54TH AND MONTGOMERY STS.

SAVANNAH, GA.,

Month ending May 31st, 1917----------		May 31st, 1918.
Average wage paid	$1.40	$1.95
Average time lost.	10½%	24%

OFFICE
249 BULL STREET
PHONE - 700
DRY CLEANSERS &
DYERS

E. & W. Laundry

ARTHUR W. SOLOMON & CO.

LAUNDRY
CUYLER & ANDERSON ST.
PHONES-711-710

SAVANNAH, GA. August 7, 1918.

Savannah Board of Trade,
Savannah, Ga.

Attention, Mr. C. C. Cainbridge.

Gentlemen:-

Of course we are only guessing, but our experience is that the card system has not made any material difference with the labor.

Very truly yours,

E & W Laundry

ATLANTIC TURPENTINE & PINE TAR COMPANY

MANUFACTURERS AND REFINERS OF

WOOD TURPENTINE, PINE OIL, TAR OILS, SHINGLE STAIN,
CREOSOTE, DISINFECTANTS, PINE TAR,
SOFT PITCH, CHARCOAL, ETC.

JOHN J. TYLER, President-Treasurer
P. O. BANGERT, Vice-President
L. TYLER, Secretary
D. S. OWEN, General Superintendent

ATLANTIC BRAND
TRADE MARK

SAVANNAH, GEORGIA

Aug. 6, 1918.

Savannah Board of Trade.
Savannah, Ga.

Gentlemen:-

Replying to your favor of the 2nd inst.

We are unable to give actual statistics on the number of day worked per week by our labors, but off handed can state that for the past year five day per week will be big average, The first three week of the card system worked wonders, but last Saturday and again on Monday I noticed that laying off again, if the county polices will keep behind it the card system will be big help.

Your very truly,
Atlantic Turpentine & Pine Tar Co.

D S Owen

General Superintendent.

ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, FIRES, EMBARGOES, GOVERNMENT RULINGS AND OTHER CAUSES BEYOND OUR CONTROL.

FORM-170

HAINES, JONES & CADBURY CO.

MAKERS OF PLUMBING SUPPLIES

1130-1144 RIDGE AVENUE PHILADELPHIA,

BRANCHES - RICHMOND SAVANNAH SAN FRANCISCO

CONGRESS & MONTGOMERY STS.
SAVANNAH, GA. 8/5/18

Savannah Board of Trade,
Savannah, Ga.

IN REPLY REFER TO NO. 2F-805-HT

ATTENTION CHAIRMAN, LABOR COMMITTEE

Esteemed Friends:

Answering your letter of Aug. 2nd, we do not have the card system in use but we have a daily register and upon reference to this we find that the few laborers which we employ are pretty regular.

We have only five colored laborers and they are very faithful, and taking a yearly average I should say they are on the job about ninety five per-cent of the time.

Very respectfully,

HAINES, JONES & CADBURY CO.

L. A. Gowler

Local Manager.

✓

ALL DELIVERIES CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS OF CARRIERS OR OTHER CAUSES BEYOND OUR CONTROL.

Wm. A. McCarty

REAL ESTATE, LOANS and INSURANCE

Sandersville, Ga.. Aug' 5th 1918

To the Savannah Board of Trade Savannah Ga.

Replying to the within letter beg to say that the lebor question is a very great problum with us in Sandersville. When the negro man works at all no matter what kind of work he can not be interested at all for less than $2.oo pr day and more frequently $2.5o and at that he can not be depended upon at all ; will engage to work and fail to put in an appearance . A couple to three days seems to satisfy him and the women are no better. The high price of wages have demoralized them and renders it almost impossible to get any thing accomplished. Our ice manf,r is not able to deliver ice to-day for the reason his labor failed to make an appearance this morning, three men having worked last week at $2.oo pr day they are laying off to-day. We wish that the card system would be put in to practice in every town requiring all ablebodied men and women to work. It is now thought that we will be distressed for labor to gather the great crop that we now have maturing in the fields.

Wm. A. McCarty

REAL ESTATE, LOANS and INSURANCE

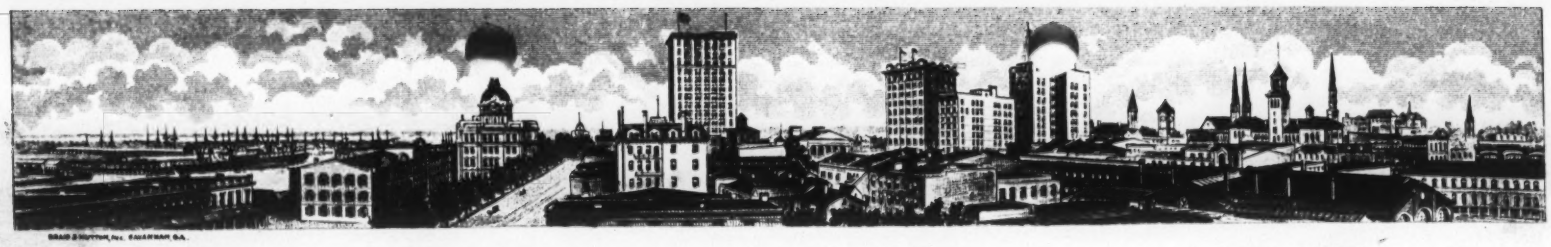
Sandersville, Ga..

It requires but little for the negro at this season to subsist and when he gets $2.00 and more he will not work steadily. If the wages were less for the negro he would be more useful and work more steadily.

W A McCarty act'g Sec' for the

defunct Chamber of Commerce Sandersville Ga,

Wm. A. McCarty



WILLIAM V. DAVIS, President.
GEO. T. CANN, First Vice-President.
J. D. MYERS, Second Vice-President.
THOMAS PURSE, Secretary and Superintendent.
WILLIAM GARRARD, Jr. Assistant Secretary.

DIRECTORS.
O. T. McINTOSH
W. HORACE STILLWELL
JOHN D. CARSWELL
ROBERT S. COPE
J. D. MYERS
WILLIAM V. DAVIS
L. W. BALDWIN
GEO. T. CANN
C. G. BECK
F. A. DAVIS
CHARLTON G. OGBURN
J. PEARCE WHELESS
GEO. F. ARMSTRONG
R. WILLIS HEARD
J. C. NASH

Member Chamber of Commerce of the United States of America

Savannah Board of Trade

(INCORPORATED 1883)

Savannah, Ga. August 2, 1918.

Chamber of Commerce,
Sandersville, Ga.

Dear Sir:-

I take the liberty of enclosing you herewith a copy of a letter written by Mr. Charlton G. Ogburn to Mr. George T. Cann, President of the Board of Trade, which has been referred to me by Mr. Cann with the request that I get up the data covering the subject.

In making the reference to you I realize that it is going to be more or less difficult to furnish exact information on the subject but it is my desire to have this information as nearly correct as possible, and to this end ask your co-operation.

In making your reply I will greatly appreciate if you will state whether or not the card system now in use in Savannah has had any effect on the labor situation.

Thanking you in advance for the information asked for which I will be glad to get at the earliest possible moment, I beg to remain,

Very truly yours,

Chairman, Labor Committee
Savannah Board of Trade.

S

SAVANNAH BOARD OF TRADE

Savannah, Ga. July 26, 1918

George T. Cann, Esquire,
President Board of Trade,
Savannah, Georgia.

Dear Judge Cann:-

As you doubtless know, the National War Labor Board is now engaged in holding hearings to determine what shall be a minimum wage for the entire country based upon a minimum standard of American subsistence.

It would seem especially desirable for the welfare of Southern industries that the National War Labor Board in determining this minimum standard take into consideration special conditions affecting negro labor, not only the lower standards of comfort to which they are accustomed but their well-recognized tendency to "lay off" from work when their wages were much in excess of their needs.

I have discussed this phase of the matter with members of the War Labor Board and they were inclined to think this tendency of the negro was greatly exaggerated. The most forcible way in which to impress them is by actual statistics showing the actual number of days per week on the average negro laborers under the present prevailing high wages for war work do "lay off".

My recollection is that some Savannah manufacturers have been keeping accurate records from which these statistics could be made up. I believe a great service would be performed for Southern industry if the Savannah Board of Trade could favor the War Labor Board with such statistics. If this minimum wage be fixed at the high figure now contemplated without regard to the peculiar conditions of the negro, the effect will be somewhat disastrous upon the South.

Yours very truly,

CHARLTON G. OGBURN.

BARKER CHEMICAL COMPANY

MANUFACTURERS OF ACID PHOSPHATE

FACTORY: INGLIS, FLA.

RALPH BARKER, PRESIDENT
ROBERT S. COPE, V.P. AND GENL. MGR.
W. W. MALLARD, SALES REPRESENTATIVE

ADDRESS
REPLY TO
106 BAY STREET, EAST
SAVANNAH, GA.

August 5, 1918.

Savannah Board of Trade,

Savannah, Georgia.

Dear Sirs:

Your letter of the 2nd instant enclosing copy of letter written by Mr. Charlton G. Ogburn to Mr. George T. Cann, is at hand and noted.

Our company does not employ any labor in Savannah - our factory being located in Florida. Your letter therefore does not apply to ourselves.

Yours very truly,

BARKER CHEMICAL COMPANY.

R. S. Cope

General Manater.

ALBERT GERST, PRESIDENT

C. L. CLIFF, SECTY. & TREAS.

Savannah-Georgia Laundry Company

THE GOOD ONE

WORKS: 121 LUMBER STREET
TELEPHONE 363

MAIN OFFICE: 121 LUMBER STREET
TELEPHONE 363

SAVANNAH, GA., Aug. 5th, 1919.

Savannah Board of Trade,

Savannah, Ga.

Dear Sirs:

In reply to your inquiry of the 2d., we regretfully see no change in the labor situation.

Four of our twelve colored men have walked out without notice and there is always a shortage of 10% in our colored women force of fifty. During the first week of the new time card ruling, all applied for raises. The next week only two applied. After which we have no requests for raises. We use a time clock.

Before the war we were getting better, more regular and more efficient and intelligent service from colored men while paying them 7.00 to 7.50 per day than we can readily get by paying from 18.00 to 25.00 weekly now.

The women average about four days per week and are 25% less less efficient in their actual work than formerly.

Yours Very Truly,

SAVANNAH-GEORGIA LAUNDRY CO.

C. L. Cliff SEC-TREAS

THE DIAMOND MATCH CO.

SAVANNAH. GA.

Chairman, Labor Committee,

Savannah Board of Trade,

Savannah, Ga.

Dear Sir:-

In answer to yours of August 2nd regarding our experience with negro labor, wish to say that we have not been keeping any records as to the number of days that our negro help work, but since I have been here in charge at Savannah, whenever a negro has laid off for any cause, we have replaced him, and during these three months have found but five negroes who have been steady and worked every day, in fact, it has been nearly a new gang every week, and I am fully convinced that negroes as a class, will not work when they have a little money in their pockets.

Yours very truly,

THE DIAMOND MATCH COMPANY.

By A G Woodruff

Manager.

AGW/PW

GEORGIA SUPPLY COMPANY

"THE PROMPT SHIPPERS"

J. H. HASLAM, PRESIDENT
GEO. V. DENNY, VICE PRES. & MGR.
THOS. J. PETERSON, 2ND VICE PRES.
W. S. BLUN, TREASURER
JNO. T. EVANS, SECRETARY

SUPPLIES AND MACHINERY

STORES:
JACKSONVILLE, FLA.
930-932 BAY ST.
SAVANNAH, GA.
26-32 BAY ST., WEST
P. O. BOX 1176

SAVANNAH, GA. Aug. 5th, 1918.

Chairman, Labor Committee,

Savannah Board of Trade,

City.

Dear Sir:

Replying to your favor of the 2nd, beg to say that we only use about half a dozen men under the term of "common labor" and do not think that the efforts you are putting forth would apply to us.

Yours very truly,

GEORGIA SUPPLY COMPANY,

V. P. & MGR.

V

HERMAN COAL & WOOD CO.
WHOLESALE AND RETAIL DEALERS IN
ANTHRACITE AND BITUMINOUS COALS.

SOLE AGENTS FOR THE CELEBRATED MONTEVALLO LUMP SOFT COAL.

CABLE ADDRESS: "HERMAN" SAVANNAH.
LONDON OFFICE: 64 CORNHILL.

DEPOT: RIVER ST. FOOT OF EAST BROAD ST.
OFFICE: 126 BAY STREET WEST, PHONES 565 & 566.

Savannah, Ga. Aug. 5, 1918

Savannah, Board of Trade,
Savannah, Ga.

Gentlemen:

With reference to yours of the 2nd instant, we think the letter of Mr. C. G. Ogburn is very timely for the conditions existing with negro laborers is entirely different from any other class. Our experience has been that our teamsters lay off on the average of one day per week during the summer months and in many instances two days during winter. Of course we have some in our employ who are very faithful and work all the time, consequently an average of one day per week would be conservative.

Like every one else weaare having much difficulty in controling our employees, and due to the scarcity of labor we are not getting per team per day the deliveries that we formerly obtained even though wages have increased nearly 100 %.

Yours truly,

Herman Coal & Wood Co.

M Herman

MASTER FILE

Dec 307

MISCELLANEOUS CASES

DOCKET No. 135 (PART

UNITED STATES RAILROAD LABOR BOARD

CLOSED
Dec. #307
11-4-21

SUBJECT:

ASSOCIATION OF COLORED RAILWAY TRAINMEN
(Represented by L. C. Going, Attorney)

Petition in regard to alleged failure of
Illinois Central
Yazoo & Mississippi Valley
Southern
Louisville & Nashville
Nashville, Chattanooga & St. Louis
Gulf & Ship Island
Georgia Central
to apply provisions of General Order No. 27 and Supplements.

FILE NO.

(PART

REFERENCE FILES

FILE NO.

SEE FILE NO.

January 6, 1922.

Governor Hooper:

Docket

Noting attached letter from L. C. Going with regard to petition on behalf of the Association of Colored Railroad Trainmen versus the Illinois Central and Yazoo & Mississippi Valley Railroads.

I am attaching hereto Decision No. 307, Docket 138, issued November 4th covering this petition.

C. P. CARRITHERS

10-047

December 9,
1 9 2 1.

L. W. Baldwin, Vice-Pres.,
Illinois Central Railroad Co.,
Chicago, Ill.

Dear Sir:

This is to direct your attention to the following error in the mimeographed copies of Decision No. 307 (Docket 138), which was distributed before the error was noted:

> The word "brakemen" appearing in line 8 of paragraph 2, should read "baggagemen."

Please examine the copies which are in your possession and make the necessary corrections as noted above.

Yours very truly,

13-034 Secretary.

December 9,
1 9 2 1.

Mr. L. G. Going, Attorney,
1412 Exchange Bldg.,
Memphis, Tenn.

Dear Sir:

This is to direct your attention to the following error in the mimeographed copies of Decision No. 307 (Docket 138), which was distributed before the error was noted:

The word "brakemen" appearing in line 8 of paragraph 2, should read "Baggagemen."

Please examine the copies which are in your possession and make the necessary correction as noted above.

Yours very truly,

13-034

Secretary.

December 9,
1 9 2 1.

J. H. Eiland, President,
Asso. of Colored Ry. Trainmen,
27 W. Jackson Mound,
Memphis, Tenn.

Dear Sir:

This is to direct your attention to the following error in the mimeographed copies of Decision No. 307 (Docket 138), which was distributed before the error was noted:

The word "brakemen" appearing in line 8 of paragraph 2, should read "baggagemen."

Please examine the copies which are in your possession and make the necessary correction as noted above.

Yours very truly,

13-034

Secretary.

Docket 138

X

November 19, 1921.

L. C. Going, Attorney-at-Law,
Exchange Bldg.,
Memphis, Tenn.

Your wire seventeenth. Decided schedule containing rule was negotiated by representatives of majority class employes interested in dispute. Complaint dismissed and request denied. Copy mailed today.

C. P. Carrithers,
Secretary.

10/010

~~[illegible]~~
~~[illegible]~~

Send COLLECT.

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

1921 NOV 17 PM 7 59

B555MG 25 NL

FY MEMPHIS TENN 17

R M BARTON 8374

CARE U S RAILROAD LABOR BOARD CHICAGO ILL

IF DECISION HAS BEEN MADE PUBLIC-WIRE MY EXPENSE FULL NATURE AND EFFECT OF SAME NEWSPAPER SAYS WANT OF JURISDICTION ENDED CONTROVERSY CLIENTS EXTREMELY ENXIOUS

L C GOING.

Docket 138

November 17, 1921.

L. C. Going, Attorney,
Memphis, Tenn.

Decision case Association Colored Railway Trainmen versus Illinois Central will be issued next two or three days.

R. M. Barton.

Send at gov't rates
charge U.S. R.R. Labor Board.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N. L.

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

B272NG 22 BLUE

FY MEMPHIS TENN 104P 17 1921 NOV 17 PM 1 10

JUDGE R M BARTON 16769

CARE UNITEDSTATES RAILROAD LABOR BOARD CHICAGO ILL

ADVISE BY WIRE IF DECISION RENDERED IN CASE ASSOCIATION COLORED RAILWAY TRAINMEN AGAINST ILLINOIS CENTRAL IF SO HAVE SECRETARY SEND COPY DECISION

L C GOING.

CLASS OF SERVICE | SYMBOL CLASS OF SERVICE | SYMBOL

WESTERN UNION TELEGRAM

Docket 138

Chicago, Ill., Mch. 28, 192

A. E. Clift,
Genl Mgr., Illinois Central R.R.,
Chicago, Ill.

J. H. Eiland,
President, Assn. Colored Railway Trainmen,
Care of L. C. Going, Exchange Bldg.,
Memphis, Tenn.

L. C. Going, Attorney, Exchange Bldg., Memphis, Tenn.

Association of Colored Railway Trainmen versus Illinois Central Railroad Docket one hundred thirty-eight covering working conditions produced by seniority rule set for hearing before Bureau Number Three of United States Railroad Labor Board, Memphis, Tennessee. Illinois Central Conference Room their station Ten A.M. Monday, April fourth. Please advise if you will be represented and by whom.

C. P. CARRITHERS, Secty.,
U. S. Railroad Labor Board

Sent at Govt. rate and
charge to U.S. R.R. Labor Board.

Mimeograph
11-17-21
900 Copies

UNITED STATES RAILROAD LABOR BOARD

Chicago, Illinois
November 4, 1921.

Decision No. 307 (Docket 138)

Association of Colored Railway Trainmen
vs.
Illinois Central Railroad Company
Yazoo & Mississippi Valley Railroad Company

Question—Complaint against the continuance of following the rule in agreement entered into between the representatives of the carriers and their employees in train service, reading:

> "When trainmen or yard forces are reduced, the men involved will be displaced in the order of their seniority regardless of color. When a vacancy occurs or any new runs are created, the senior man will be preferred in choice of runs or vacancies, either as flagman, brakeman, or switchman, except that negroes are not to be used as conductors, brakemen or flagmen. Negroes are not to be used as flagmen, except that those now in that service may be retained therein with their seniority rights; no porter to have any trainmen's rights, except where he may have established same by three months continually in the freight service.
>
> "All rules, regulations or agreements in conflict with the foregoing are null and void."

Decision—After careful consideration of the evidence submitted, including the proceedings of hearing held in Memphis, Tennessee, the Labor Board decides that the schedule containing the rule in question was negotiated by representatives of a majority of the class of employees interested in this dispute.

Some of the evidence submitted indicates that in some instances senior white flagmen have, in accordance with the provisions of the schedule, bid in positions as head brakemen for the purpose of displacing colored head brakemen with less service age, leaving vacant position of flagmen, for which position colored men are not eligible, which is then bid in by a junior white man. The Labor Board cannot approve of any discrimination in favor of or against either white or colored employees in the application of the provisions of the rule regarding which compalint is made.

The complaint is therefore dismissed and the request denied.

By order of

UNITED STATES RAILROAD LABOR BOARD

R. M. BARTON,
Chairman.

Attest:

C. P. CARRITHERS,
Secretary.

Interstate Commerce Commission

Washington

CHARLES C. McCHORD
CHAIRMAN

November 25, 1921.

RECEIVED
UNITED STATES RAILROAD LABOR BOARD
NOV 28 1921
CHICAGO, ILLINOIS

Hon. R. M. Barton, Chairman,
United States Railroad Labor Board,
5 North Wabash Avenue,
Chicago, Illinois.

My dear Mr. Chairman:

I have and thank you for yours of the 17th, 19th, 21st and 23rd instant, enclosing the following decisions by your Board:

Decision No. 307 (Docket 138) November 4, 1921.
Decision No. 327 (Docket 420) November 4, 1921.
Decision No. 341 (Docket 485) November 4, 1921.
Decision No. 347 (Docket 579) November 4, 1921.
Decision No. 349 (Docket 613) November 4, 1921.
Decision No. 353 (Docket 655) November 4, 1921.
Decision No. 357 (Docket 771) November 4, 1921.
Decision No. 370 (Docket 675) November 5, 1921.
Decision No. 371 (Docket 676) November 5, 1921.
Decision No. 372 (Docket 762) November 5, 1921.
Decision No. 350 (Docket 621) November 5, 1921.
Decision No. 373 (Docket 638) November 19, 1921.
Decision No. 374 (Docket 402) November 19, 1921.
Decision No. 375 (Docket 502) November 19, 1921.
Decision No. 376 (Docket 511) November 19, 1921.
Decision No. 377 (Docket 553) November 19, 1921.
Decision No. 378 (Docket 555) November 19, 1921.
Decision No. 379 (Docket 560) November 19, 1921.
Decision No. 380 (Docket 563) November 19, 1921.

Very truly yours,

Chairman.

November 17, 1921.

. W. Higgins, Sec.,
ssociation of Western Rys.
364 Transportation Bldg.,
hicago, Ill.

. P. Neill, Mgr.,
ureau Information S.E. Rys.,
m. No. 616 Woodward Bldg.,
ashington, D.C.

. C. Reilly, Mgr.,
ner. Short Line R.R. Assn.,
oom 1403, Kesner Bldg.,
hicago, Ill.

J. G. Walber, Sec.,
Bureau Information Eastern Rys.
5710 Grand Central Terminal,
New York, N.Y.

W. M. Neff, Chm.,
S.W. Railroad Executives' Assn.,
Railway Exchange Bldg.,
St. Louis, Mo.

C. P. Riddell, Sec.,
Railway Association of Canada
263 St.Johns Street
Montreal, Quebec.

entlemen:

By direction of the U. S. Labor Board there is enclosed erewith two (2) mimeographed copies of the following:

Decision No. 307 (Docket 158) November 4, 1921.
Decision No. 527 (Docket 420) November 4, 1921.
Decision No. 541 (Docket 485) November 4, 1921.
Decision No. 547 (Docket 579) November 4, 1921.
Decision No. 549 (Docket 613) November 4, 1921.
Decision No. 553 (Docket 658) November 4, 1921.
Decision No. 557 (Docket 771) November 4, 1921.

It has not been determined whether the Labor Board will ave the decision printed for general circulation or not; therefore, f immediate distribution to your constituents is desired, it will e necessary for you to arrange for reproduction in whatever manner ou deem advisable.

Yours very truly,

Secretary.

13-028
Encls. (7)

November 17, 1921.

. W. Higgins, Sec.,
ssociation of Western Rys.
364 Transportation Bldg.,
hicago, Ill.

J. G. Walber, Sec.,
Bureau Information Eastern Rys.
5710 Grand Central Terminal,
New York, N.Y.

. P. Neill, Mgr.,
ureau Information S.E. Rys.,
m. No. 616 Woodward Bldg.,
ashington, D.C.

W. M. Neff, Chm.,
S.W. Railroad Executives' Assn.,
Railway Exchange Bldg.,
St. Louis, Mo.

. C. Reilly, Mgr.,
mer. Short Line R.R. Assn.,
oom 1403, Kesner Bldg.,
hicago, Ill.

C. P. Riddell, Sec.,
Railway Association of Canada
263 St.Johns Street
Montreal, Quebec.

entlemen:

By direction of the U. S. Labor Board there is enclosed erewith two (2) mimeographed copies of the following:

Decision No. 307 (Docket 158) November 4, 1921.
Decision No. 327 (Docket 420) November 4, 1921.
Decision No. 341 (Docket 485) November 4, 1921.
Decision No. 347 (Docket 579) November 4, 1921.
Decision No. 349 (Docket 613) November 4, 1921.
Decision No. 353 (Docket 655) November 4, 1921.
Decision No. 357 (Docket 771) November 4, 1921.

It has not been determined whether the Labor Board will ave the decision printed for general circulation or not; therefore, f immediate distribution to your constituents is desired, it will e necessary for you to arrange for reproduction in whatever manner ou deem advisable.

Yours very truly,

13-028
Encls. (7)

Secretary.

August 27, 1921.

Docket. 138

Mr. L. Clyde Going,
Exchange Building,
Memphis, Tennessee

Dear Sir:-

Your letter of August 25th has been received.

I will have copies made and distributed to the members of the Board for their consideration.

Just as soon as the Board has a quorum, which will be in about a week or ten days, as some of the members are absent on vacation, the matter will be brought to the attention of the Board.

Yours very truly,

Chairman.

1-01

COPIED
AND
DISTRIBUTED
8/30/21

L. CLYDE GOING
ATTORNEY AT LAW
1412-13 EXCHANGE BUILDING
MEMPHIS, TENN.

August 25, 1921.

Judge R. M. Barton,
Chairman Railroad Labor Board,
Chicago, Ill.

Dear Judge:

I am just in receipt from Mr. Carrithers of a copy of the sworn answer of the I. C. and Y. & M. V. Railroads in the proceeding brought against them by the Association of Colored Railway Trainmen asking the annulment of the seniority rule, and now take occasion to call the attention of the Board to the fact that the explanation offered by the Railroad Companies in each separate instance of the operation of the seniority rule, about which complaint is made, furnishes conclusive evidence of the injustice of the operation of that rule. In fact, the only explanation of the railroad company is that under the rule, the senior white man is able to roll the negro off the front end, or position of brakeman, and being ineligible to the position of flagman, the negro is discriminated against.

The continued application or enforcement of this rule will necessarily result in the complete elimination of the negro from the railroad service as brakeman. The Railroad Companies are powerless to prevent this situation so long as the rule remains in force, and that the only remedy is the complete abrogation of the rule and giving to the railroad companies the right which they had prior to Federal control to any certain positions as belonging to the colored man, and permit seniority to be exercised among the races separately; that is to say, let there be two rules, one applicable to the colored man, and the other to the white man.

I shall thank you to have the secretary file this letter with the records of the case to the end that the attention of the Board may be called to the suggestions herein made.

Yours very truly,

L C Going

LCG:VG

Docket No. 138

August 27, 1921.

Mr. L. Clyde Going,
Exchange Building,
Memphis, Tennessee.

Dear Sir:

Your letter of August 25th has been received.

I will have copies made and distributed to the members of the Board for their consideration.

Just as soon as the Board has a quorum, which will be in about a week or ten days, as some of the members are absent on vacation, the matter will be brought to the attention of the Board.

Yours very truly,

Chairman

1-01

3417-1
047

L. Clyde Going
Attorney at Law
1412-13 Exchange Building,
Memphis, Tenn.

Docket No. 138

August 25, 1921.

Judge R. M. Barton,
Chairman Railroad Labor Board,
Chicago, Ill.

Dear Judge:

I am just in receipt from Mr. Carrithers of a copy of the sworn answer of the I. C. and Y. & M. V. Railroads in the proceeding brought against them by the Association of Colored Railway Trainmen asking the annulment of the seniority rule, and now take occasion to call the attention of the Board to the fact that the explanation offered by the Railroad Companies in each separate instance of the operation of the seniority rule, about which complaint is made, furnishes conclusive evidence of the injustice of the operation of that rule. In fact, the only explanation of the railroad company is that under the rule, the senior white man is able to roll the negro off the front end, or position of brakeman, and being ineligible to the position of flagman, the negro is discriminated against.

The continued application or enforcement of this rule will necessarily result in the complete elimination of the negro from the railroad service as brakeman. The Railroad Companies are powerless to prevent this situation so long as the rule remains in force, and that the only remedy is the complete abrogation of the rule and giving to the railroad companies the right which they had prior to Federal Control to any certain positions as belonging to the colored man, and permit seniority to be exercised among the races separately; that is to say, let there be two rules, one applicable to the colored man, and the other to the white man.

I shall thank you to have the secretary file this letter with the records of the case to the end that the attention of the Board may be called to the suggestions herein made.

Yours very truly,

(SGD) L. C. Going

LCG:VG

3417-2
047

Docket 158.

August 19th, 1921.

Mr. L. C. Going,
1412 Exchange Bldg.,
Memphis, Tenn.

Dear Sir:-

I am enclosing herewith statement in affidavit form filed with this Board by General Manager A. E. Clift of the Illinois Central Railroad Company, under date of April 22d, 1921, in connection with controversy between the Colored Railroad Trainmen and the Illinois Central Railroad Company and the Yazoo & Mississippi Valley Railroad Company.

This for your information.

Very truly yours,

37-039
Encl.

Secretary.

August 6, 1921.

Docket 138
File

Mr. L. C. Going,
1412 Exchange Building,
Memphis, Tennessee.

Dear Sir:-

I have delayed answering your letter in regard to the case of Colored Trainmen against the I.C. and Y.&.M.V. Railroad in an effort to get the matter acted on.

I have never been able to get the Bureau to make a report, but I am now informed it will come in early next week. As soon as I receive any information I will notify you.

Yours very truly,

Chairman.

1-01

L. CLYDE GOING
ATTORNEY AT LAW
1412-13 EXCHANGE BUILDING
MEMPHIS, TENN.

July 9, 1921.

RECEIVED
UNITED STATES RAILROAD LABOR BOARD
JUL 12 1921
CHICAGO, ILLINOIS

Judge R. M. Barton,
Chairman U. S. Railroad Labor Board,
Chicago, Ill.

Dear Judge:

The case of Association of Colored Railway Trainmen against the I. C. and Y. & M. V. Railroads does not seem to have been disposed of by the Labor Board. Will you please confer with your associates and kindly advise me about when we may expect a decision on the evidence taken by Mr. Berry here in Memphis last March?

I had the pleasure of a short conference with McKinney yesterday and am glad to note that he is well.

Thanking you in advance for an early reply, I am,

Yours very truly,

L. C. Going

LCG:VG

Docket 138

Chicago, Ill., March 28, 1921.

A. H. Gilft, General Manager, Illinois Central Railroad, Chicago, Ill.

J. H. Hiland, President, Association Colored Railway Trainmen, Care of L. G. Going, Exchange Building, Memphis, Tenn.

L. G. Going, Attorney, Exchange Building, Memphis, Tenn.

Association of Colored Railway Trainmen vs. Illinois Central Railroad, Docket one hundred thirty-eight covering working conditions produced by seniority rule set for hearing before Bureau Number Three of United States Railroad Labor Board, Memphis, Tennessee, Illinois Central Conference Room their station Ten A. M., Monday, April fourth. Please advise if you will be represented and by whom.

C. F. Carrithers, Secretary,
United States Railroad Labor Board.

Send at Government rates and charge U.S.Railroad Labor Board.

COPIED AND DISTRIBUTED 3/29/21

DOCKET

Rec'd.
May 6,
1920

BUREAU NO. 3

ASSOCIATION OF COLORED RAILWAY TRAINMEN

vs.

ILLINOIS CENTRAL AND YAZOO & MISSISSIPPI VALLEY R.R.

~~Application of Supplement 12, G.O. 27, U.S.R.A. and Decision No. 2, U.S.R.L.B., also~~ Employment and Seniority Rules.

Letter of May 1st, 1920 signed by Attorney L.C.Going, enclosing letter addressed to the U.S.R.L.B. on February 9th, 1920 by J.H. Eiland, President of Colored Association of Railway Employes.

Chairman's letter of May 6th, 1920 to Attorney Going, acknowledging above submission and enclosing copies of Order No. 1 and Decision No. 1 of the Board.

Letter from Attorney Going dated June 6th, 1920, enclosing formal complaint against Illinois Central and Yazoo & Mississippi Valley R.R. on above subject.

Chairman's letter June 10th to Attorney Going advising that his letter of the 6th had been received and referred to the Judiciary Committee.

Secretary's letter of June 14th, 1920 to Attorney Going, advising that the Board had determined to pass upon the general wage question and that the question of working rules would be handled later.

Letter July 14th, 1920 from Attorney Going asking that a date be set for hearing.

Chairman's letter July 16th to Going advising that his case would be taken up with the Board with a view of deciding when a hearing could be had.

Letter August 14th, 1920 from Mr. Going enclosing another petition setting forth grievances against the Illinois Central and Yazoo & Mississippi Valley R.R. and a number of other railroads and asking when hearing would be held.

-continued-

Secretary's letter August 16th, 1920 to Mr. Going advising that in due time he would be given a reply to his letter of Aug. 14th.

Secretary's letter August 18th to Mr. Going with further reference to Mr. Going's letter of August 14th

Letter August 27th from Mr. Going again requesting hearing.

Telegram from Mr. Going dated September 9th, 1920, asking when he could expect hearing.

Secretary's telegram September 10th to Mr. Going advising case would be presented to Board at next hearing.

Secretary's letter September 23rd to Mr. Going advising that employes performing the duties specified in Article 7, Sections 1, 2 and 3 of Decision No. 2 should be paid the rates provided therein, regardless of affiliation or other conditions.

Letter September 22nd, 1920 from Mr. Going urging the Chairman to advise when case would be heard.

Telegram October 6th, 1920 from Mr. Going concerning date of hearing.

Telegram October 25th, 1920 from Mr. Going urging that hearing be arranged fro.

Chairman's telegram October 26th to Mr. Going advising case in hands of Bureau No. 3 and that report of Bureau had not yet been received.

Telegram December 2nd, 1920 from Mr. Going requiring relative to hearing.

Chairman's letter December 2nd to Mr. Going advising case would probably be considered at meeting on following Tuesday.

Secretary's memo December 6th to Bureau No. 3 advising that case was considered at Board meeting of December 3rd and on motion was ordered referred to Bureau No. 3 for recommendation as to whether case was docketable.

Secretary's letter December 9th to Mr. Going (prepared by Bureau No. 3) stating that apparently no bona fide dispute existed and giving reasons for this conclusion and also stating that in event case was heard, the Brotherhood of Railroad Trainmen should also be permitted to have a representative present on account representing employes in class of service affected.

-continued-

Letter December 14th, 1914 from Mr. Going again requesting that petitioner already filed be considered and a hearing arranged for.

Secretary's letter December 27th, 1920 to Mr. Going forwarding Form RLB-101 for execution and asking for statement of facts etc.

Letter December 20th from Mr. Going enclosing application for decision (Form 101) and statement of facts.

Bureau No. 3 memo January 5th to the Board recommending docketing of that portion of M.C. 32.1 pertaining to I.C. and Y. & M. V. R.R.

Secretary's memo January 10th, 1921 to Bureau No. 3, advising that upon authority of the Board case had been assigned Docket No. 138.

DOCKET NO. 156

MEMORANDUM TO: - Bureau No. 3 January 10th,1941.

This is to advise that M.C. 32.1, dispute between the Association of Colored Railway Trainmen and the Illinois Central and Yazoo & Mississippi Valley Railroads, relative to application of Supplementalk to General Order 27, U.S.R.A. Employment and Seniority Rules, has been assigned Docket No. 156 by authority of the Board as set forth in minutes of January 8th.

37-017 C.P.Carrithers.

COPIED AND DISTRIBUTED 1/10/41

January 10, 1920.

J. H. Eiland, Grand President,
Association Colored Railway Trainmen,
New Hotel Vincennes, 36th and Vincennes Ave.,
Chicago, Illinois.

Dear Sir:-

Replying to yours of the 6th;

Since receipt of which I have also had a personal interview with you. I am now in a position to inform you that the case of the Association of Colored Railway Trainmen against the Illinois Central Railroad Company and the Yazoo & Mississippi Valley Railroad Company has by order of the Board been docketed for hearing and referred to Bureau No. 3, which will set a date for the hearing, probably not earlier than some time in February, as the calendar of the Board is pretty well filled for this month.

You will be notified when the exact date is fixed.

Yours very truly,

Chairman

i-01

J. H. EILAND
PRESIDENT
C. E. HENIKE
1ST. VICE-PRES.

Association of Colored Railway Trainmen

GRAND LODGE HEADQUARTERS
~~207 FLORIDA STREET~~
~~Memphis, Tenn.~~ Chicago
~~35~~

J. W. JONES
SECRETARY
GEO. H. LEWIS
TREASURER

1-6

New Hotel Vincennes
Cor 36 & Vincennes ave

Chicago Jan 6th, 1921

Judge R. M. Barton Chairman United States Labor Board
City

Dear Sir

Mr L. C. Going The General Counselor for the Association of Colored Railway trainmen Informed me just before his departure to Memphis Tenn. Yesterday that possibly the Date for Hearing Our Case on Employment and Senority Ruling on the Y and M.V. and Illinois Central would be set Friday I am Remaining over in Order that if such was the Case I might be in position to find Out for sure I am asking if I might Call at your Office in the Evening for such information if it is available

Yours Truly
J H Eiland
Grand President
Association Col Ry Trainmen

answer

Docket #138

January 5, 1921.

TO THE MEMBERS OF THE BOARD:

Bureau No. 3 submits MC 32.1, Association of Colored Railway Trainmen vs. various railroads, part of which (Petition No. 2, Illinois Central RR and Yazoo & Mississippi Valley RR) is prepared for docketing.

W. L. PARK,

Chairman, Bureau No. 3.

Ordered Docketed Jany 8-1921

COPIED AND DISTRIBUTED 1/6/21

L. CLYDE GOING
ATTORNEY AT LAW
1412-13 EXCHANGE BUILDING
MEMPHIS, TENN.

RECEIVED
UNITED STATES RAILROAD LABOR BOARD
DEC 22 1920
CHICAGO, ILLINOIS

December 20, 1920.

MP 32.1

C. P. Carrithers, Secretary,
U. S. Railroad Labor Board,
Chicago, Ill.

Dear Sir:

I thank you very much for your letter of the 17th enclosing blank form Number RLB - 101, which has been signed by J. H. Eiland, as President of the Association of Colored Railway Trainmen, as the successor to the Colored Association of Railway Employes, a corporation organized and existing under the laws of this State.

I beg to refer in detail to the petition filed with your Honorably Body on July 14, 1920, and to ask that same be filed as an Exhibit to this petition and I also hand you note or exhibit "C", stating concretely the issue in controversy.

May I not hope for an early date for the hearing of this petition?

COPIED AND DISTRIBUTED
✓ 19 20

Yours very truly,

L C Going

LCG:VG

1. X

10-1-20-10M. Form No. RLB-101

APPLICATION FOR DECISION.

(By chief executive of carrier, or chief executive of organization representing employees or subordinate officials, or duly authorized representative of 100 or more unorganized employees or subordinate officials. See Note A.)

To the United States Railroad Labor Board:

Your petitioner J. H. Eiland of Memphis Tenn.,
Name and address of chief executive or representative.
avers:

That he represents the following named ~~carrier, or~~ organization of employees ~~or~~ subordinate officials, or 100 or more unorganized employees or subordinate officials: Association of Colored Railway Trainmen Incorporated under the laws of the State of Tenn.

That a dispute, hereinafter set forth, is pending between the party above named and The Illinois Central Railroad Co., & the Yazoo & Mississippi Valley Railroad Company
Name of carrier or organization.
in which dispute those whom he represents are directly interested;

That the authorized representatives of the above named parties have conferred (or attempted to confer) and failed to reach an adjustment, and have exerted, and are now exerting, every reasonable effort, and have adopted, and are now adopting, every available means to avoid any interruption to the operation of any carrier growing out of the dispute in question; and are not promoting, aiding, or abetting any strike, walkout or lockout growing out of said dispute; and that there is no appropriate adjustment board to which this dispute may be submitted; (See Note B.)

That rules or an agreement governing wages and working conditions (~~are~~) (are not) in effect between the said carrier and its employees interested in this dispute;
(If such rules or agreement are in effect, set out date thereof and name of parties signatory thereto.)

RECEIVED AND DISTRIBUTED 12-29-20

That the facts of the dispute are as set forth in exhibit form and attached to this application. (See Note C.) In petition heretofore filed with this honorable Board

Petitioner asks that this application be docketed for decision, that the interested parties be duly notified, and that the Board decide this dispute as soon as practicable.

An opportunity for oral presentation (is) (~~is not~~) desired.

Signed this 20th day of December, 1920.

(Signature of Petitioner. See Note D.)

Association of Colored Railway Trainmen as successor to Colored Association of Railway Employees, Incorporated under laws of Tennessee

(See other side for explanatory notes.)

By J. H. Eiland President

X

2.

ASSOCIATION OF COLORED RAILWAY TRAINMEN

vs.

ILLINOIS CENTRAL RAILROAD COMPANY
AND YAZOO & MISSISSIPPI VALLEY CO.

COPIED AND DISTRIBUTED 12/29/20

WORKING CONDITION IN CONTROVERSY.

In 1919, the Brotherhood of Railroad Trainmen entered into a contract of employment with the United States Railroad Administration and which contained the following rule:

> "When trainment or yard forces are reduced, the men involved will be displaced in the order of their seniority regardless of color. When a vacancy occurs or any new runs are created, the senior man will be preferred in choice of runs or vacancies, either as flagman, brakeman or switchman, except that negroes are not to be used as conductors, brakemen or flagmen. Negroes are not to be used as flagmen, except that those now in that service may be retained therein with their seniority rights; no porter to have any trainmen's rights, except where he may have established same by three months continually in the freight service.
>
> 2. All rules, regulations or agreements in conflict with the foregoing are null and void.

Although neither party to said contract had any authority to represent any colored man in the employ of the railroads, yet the working conditions established by said rule is applied to these petitioners and they claim that said rule has been established without authority of law and the same should be abrogated as to them, but the defendant railroads contend that they cannot modify or abrogate the same.

3.

X

ASSOCIATION OF COLORED RAILWAY TRAINMEN

vs.

ILLINOIS CENTRAL RAILROAD COMPANY
AND YAZOO & MISSISSIPPI VALLEY CO.

WORKING CONDITION IN CONTROVERSY.

In 1919, the Brotherhood of Railroad Trainmen entered into a contract of employment with the United States Railroad Administration and which contained the following rule:

> "When trainment or yard forces are reduced, the men involved will be displaced in the order of their seniority regardless of color. When a vacancy occurs or any new runs are created, the senior man will be preferred in choice of runs or vacancies, either as flagman, brakeman or switchman, except that negroes are not to be used as conductors, brakemen or flagmen. Negroes are not to be used as flagmen, except that those now in that service may be retained therein with their seniority rights; no porter to have any trainmen's rights, except where he may have established same by three months continually in the freight service.
>
> 2. All rules, regulations or agreements in conflict with the foregoing are null and void.

Although neither party to said contract had any authority to represent any colored man in the employ of the railroads, yet the working conditions established by said rule is applied to these petitioners and they claim that said rule has been established without authority of law and the same should be abrogated as to them, but the defendant railroads contend that they cannot modify or abrogate the same.

MC32.1

December 17, 1920

Mr. L. C. Going,
Attorney at Law,
Exchange Building,
Memphis, Tenn.

Dear Sir:

I attach hereto blank copy of form RLB-101, Application for Decision.

The Board desires that same be completed as per the explanatory notes thereon to cover your petition No. 2 as referred to in my letter December 9th.

A statement of the facts in the case together with the position of the organization should be submitted with the application.

Yours truly,

Secretary.

17-07
B-3

Secty is requested to sign and forward.

W. W. Parr
Chairman Bureau 3

4
X

L. CLYDE GOING
ATTORNEY AT LAW
1412-13 EXCHANGE BUILDING
MEMPHIS, TENN.

5

me 32.1

December 14, 1920.

COPIED AND DISTRIBUTED
12 19 20

Judge R. M. Barton,
U. S. Railroad Labor Railroad Board,
Chicago, Ill.

My Dear Judge:

Beg to acknowledge receipt of a letter of December 9th from your very able, courteous and efficient Secretary in reference to the petition of the Colored Association of Railway Employes against the Illinois Central and the Yazoo & Mississippi Valley Railroads, which petition refers solely and exclusively to working conditions upon said railroads.

These working conditions result from contracts made between the railroad companies and certain organizations composed exclusively of white men, who had no authority to act for my clients or any other colored employe, for the reason that colored men in the railroad service have never been able to join or become members of any railroad or Nationally recognized labor organization. The working condition to which they object was the one embraced in the railroads contract with the Brotherhood of railroad trainmen and other organizations of railroad employes in which the question of seniority rights were involved.

The petition in this case was filed on July 14, 1920, and is styled Colored Association of Railway Employes against the Illinois Central Railroad and the Yazoo & Mississippi Valley Railroad. The question involved in this controversy was submitted to Mr. C. H. Markham, who is president of both of these railroads and who respectfully advised J. H. Eiland, the president of this Association, that inasmuch as the railroad companies had inherited from the U. S. Railroad Administration the contract respecting seniority rights as made by the administration, he was not in a position to and saw no way of remedying it insofar as the railroads were concerned. His letter is filed with the petition.

In view of this fact, I saw no remedy except to appeal to this Board and if this is not one of the causes of action given to these employes, I am very much mistaken.

5 X

I wish you would read this petition and advise me personally your views upon the subject. Some lawyers have advised my clients that a writ of mandamus to compel a hearing would lie in the Federal Courts of Chicago against the Railroad Labor Board. I have not considered this proposition at all, but I do hope that your Board will take up out of the confusion of

L. CLYDE GOING
ATTORNEY AT LAW
1412-13 EXCHANGE BUILDING
MEMPHIS, TENN.

the three petitions filed the one that I have mentioned and see if a hearing cannot be granted, and I shall thank you very much indeed for an immediate reply after a conference with your Associates on the Board.

Yours very truly,

L. C. Going

LCG:VG

6.

X

MC 32.1

December 9, 1920.

COPIED AND DISTRIBUTED 12/24/20

Mr. L. C. Going,
Attorney at Law,
Exchange Building,
Memphis, Tenn.

Dear Sir:-

Referring to the various communications, that you have, from time to time, sent to the Chairman and the Secretary of the Board, regarding a hearing which is requested in the name of Mr. J. H. Milsud, President, Association of Colored Railway Trainmen.

After carefully reviewing the submission in this case the Board has decided that a bona fide dispute as within the meaning of Section 301, Transportation Act, does not actually exist; the Carrier, with whom correspondence has been exchanged, contending that the same rules that were established or promulgated by the Railroad Administration are still in effect.

The Board has received from you three petitions, and it is shown in one of the cases, petition No. 3, question of seniority rights and employment on the Illinois Central and Yazoo and Mississippi Valley Railroads, that the provisions of the Transportation Act have been complied with. There is nothing among any of the papers filed by you to indicate that a conference has been requested or held with regard to the question of rates of pay. Should you desire that a hearing now be held, the Board, under the Law, could only docket for hearing the one specific case mentioned, i.e., the question of rules as applied on the Illinois Central and Yazoo Mississippi Valley Railroads, and could not give consideration to the question of rates of pay, nor consider as a party to the hearing any of the other

carriers enumerated.

The members of the Association you represent have no contract of employment or agreement as to rates of pay and working conditions with the carriers, but some other organization does have an agreement covering wages and working conditions in the same service as the members of your Association on the railroads mentioned by you. Therefore, in the event you desire that the Board make a case of such parts of your submission as are properly docketable it is the opinion of the Board that it should also request the presence of, as a party to the hearing, the representatives of the organizations who negotiated the rules of employment under which the petitioners you represent are employed.

Before further handling of the case the Board desires to inquire whether or not the situation has subsequently been composed.

Yours very truly,

Secretary.

Secretary is requested to sign and forward to Mr Going

H. Blair
Chairman Bureau 3

X

Mr Park

UNITED STATES RAILROAD LABOR BOARD

CHICAGO, ILLINOIS

December 6, 1920.

MEMORANDUM TO: Bureau No. 3:

At the session, December 3rd, Miscellaneous Case 32.1, Association of Colored Trainmen, taken under consideration and on motion was ordered referred to Bureau No. 3 to bring in report as to whether or not case is docketable.

C. P. CARTHERS

10-031

RECEIVED
W. L. PARK
CHICAGO
DEC 6 1920

X

Sent out from Chicago

32.1

Chicago, Ill., December 2, 1920.

32.1

Hon. L. C. Goins,
Attorney at Law,
Hunnicutt Bldg.,
Memphis, Tenn.

Case on Secretary's calendar for action by the Board as to docketing and setting date for hearing stop Will probably be reached for Board's action next Tuesday stop Will then wire you.

R. M. Barton,

Chairman.

Sent at Government rates and charge to U. S. R.R. Labor Board.

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

A reply is requested by the sender of this message. May we rush it for you?

WESTERN UNION TELEGRAM

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

1920 DEC 2 PM 3 31

A329MG 12

FV MEMPHIS TENN 3218 2

JUDGE R M BARTON

T 5885 CARE OF US RR LABOR BOARD CHICAGO ILL

ADVISE MY EXPENSE DATE FIXED FOR HEARING PETITION COLORED ASSOCIATION RAILWAY EXPLOYES

L C GOING.

Hon. L. C. Going
Atty for Tenn
Exchange Building

Memphis Tenn —

Case ~~on docket~~
in Secretary ~~portfolio~~
calendar for action
by the Board at its docketing
and setting date for
hearing will probably
be reached for action
next Sunday — will
then write you

Me 32.1

UNITED STATES RAILROAD LABOR BOARD

CHICAGO, ILLINOIS

November 27, 1920

MEMORANDUM TO:

Subject-Miscellaneous Case No. 32.-Association of Colored Railway Trainmen,-J. H. Eiland, President,--L. C. Going, Attorney for Petitioner.

Petitions in regard to certain specified railroads alleged failure to apply the provisions of Supplement No. 12 to General Order No. 27, and Decision No. 2 of this Board; and, petition regarding a contract of employment between railroads under Federal Control and the Brotherhood of Railroad Trainmen regarding seniority as between white and colored men.

Petition No. 1 was sent in May 1st, 1920, lists the Illinois Central, Y. and M. V., L. and N., Southern, C. of Ga., and Atlantic Coast Line Railroads, and refers to seniority rights.

Petition No. 2 was sent in June 2nd, 1920, lists the Illinois Central and the Y. and M. V. Railroads, and refers to seniority rights.

Petition No. 3 was sent in August 24th, 1920, lists the Ills. Central, Y. and M. V., Southern, L. and N., N. C. and St. L. Gulf and Ship Island, and Georgia Central Railroads,-requests increase for certain employes-and the application of Supplement No. 12 to General Order No. 27 and Decision No. 2 of this Board to the rates of pay of certain employes; also, that this patition (3) be consolidated with former petitions.

The rule, to which exceptions are taken, reads as follows;

"When train or yard forces are reduced, the men involved will be displaced in the order of their seniority regardless of color. When a vacancy occurs or new runs created, the senior men will be preferred in choice of runs or vacancies either as flagmen, brakemen or switchmen, except that negroes are not to be used as conductors, flagmen or brakemen. Negroes are not to be used as flagmen except that those now in that service may be retained therein with their seniority rights; no porter to have any trainmen's rights except where he may have established same by three months continuously in the freight service."

The papers indicate that on February 24th, and March 20th, 1920, President Milland of the Association advised President Markham of the Illinois Central Railroad of the conditions existing on that railroad, condition caused by the application of the rule mentioned in the foregoing.

President Markham on March 19th, replied to the letter of February 24th, in part, as follows;

"The rules and regulations to which you refer were made by the United States Railroad Administration while the railroad was in possession and under controlmof the United States Government; The Illinois Central Railroad Company had nothing to do with their making and merely inherited them from the Government when Federal Control ceased, and the road returned to its owners on March 1st.

"In the circumstances, I am unable to see that there is any practical way in which I canchange the present status."

The three letters mentioned are all that are shown to have been exchanged between the President of the Organization and any of t the Carriers enumerated in the petitions, referred to on page 1.

UNITED STATES RAILROAD LABOR BOARD

CHICAGO, ILLINOIS

MEMORANDUM TO:

On June 14th, the Chairman of this Board wrote Mr. L. C. Going, Attorney, as follows;

"The Railroad Labor Board has determined to make a decision as to wages on the pending submissions effective May 1, 1920 at the earliest time practicable. It has reserved for further consideration the matter or rules and working conditions. The subject matter of your Client's petition is a rule with reference to employment and seniority rights of negroes. When the Board has made its decision as to wages, it will consider the matter of rules and working conditions and will act upon your request for a hearing at that time."

On July 14th, Mr. Going wrote the Chairman:

"Won't you please advise me about when I can expect a hearing in this case."

On July 16th, the Chairman replied:

"Your letter of July 14th, received, and will be laid before the Board to find when we can give you a hearing, which will probably be a few weeks hence."

On August 18th, the Board advised Mr. Going that;-

"It is noted that this petition recites alleged failure of the Ills. Central., Y. and M. V., Sou., L. and N., N. C. and St. L., G. and S. I., and C. of Ga. Railroads to apply the provisions of General Order No. 27 and Supplements Nos. 12 and 16 thereto to colored employes in train service on those railroads. It is understood that the Railroad Administration provided machinery for the adjustment of disputes arising out of the application of its wage orders and, therefore, any such disputes should be handled with the Railroad Administration in the manner which it provided.

"Sections 301 and 307, Paragraph "B" of the Transportation Act and Order No. 1 of this Board, outlines the procedure to be follows in submitting

MEMORANDUM TO:

"disputes to this Board for decision. The Board understands that the established practice requires that a dispute first be taken up by representatives of the employees, who are also employes of the carrier involved, with the Management of that Carrier prior to the participation by the General Officers of the Organization. Examination of the files you have submitted does not show that this practice has been followed in this instance. Until evidence is submitted showing that an effort has been made by representatives of your orgaanization, which representatives are employees of the particular carrier, to obtain a conference with that carrier and such conference has been denied, or disagreement resulted, this Board cannot receive the dispute for decision.

"It should also be understood that Decision No. 2 covers all employes of the classes mentioned therein upon the various railroads listed as parties to the dispute and, therefore, the Board considers disputes concerning inceased wages for such employes as having been disposed of in that decision."

Since that time there has been no additional evidence presented,-several letters have been received from Mr. Going under dates of September 9th, 16thm and 22nd, also telegrams under dates of October 6th, and 28th.--all have been in the nature of tracers as to when a hearing might be held.

If the Board should desire to grant a hearing in this case, a docket may be made of part of these papers using petition No. 2, and other correspondence exchanged with the management of the Illinois Central Ra. The papers refer only to seniority rights, and are the only ones in which the petitioners have made an effort to comply with the provisions of the Act, and the instructions from the Board.

UNITED STATES RAILROAD LABOR BOARD

CHICAGO, ILLINOIS

MEMORANDUM TO:

Miscl. Case No. 32-page 5

The request of the Association is to consolidate petition No. 3 with the other petitions, and if that is done there is nothing to show that the question of wages has been handled with any carrier in their list.

Should a hearing be granted on the question of employment or seniority rights or rules, then it would appear that another organization is concerned in the dispute. The petitioners are working under rules negotiated by the Brotherhood of Railroad Trainmen. The Association of Colored Railway Trainmen have no agreement covering rats of pay and rules or working conditions with the carriers.

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1206

Receiver's No.
Check
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Refuse Case 32.1

NIGHT LETTER

Chicago, Ill., October 26, 1920.

L. C. Going, Atty at Law,
Exchange Building,
Memphis, Tennessee.

Matter inquired about your telegram under consideration by Bureau Three this Board. Has not yet been reported for action. Am urging action and hope to give you definite information within a few days.

charge at Govt rate

R.M.Barton, Chairman
to U.S.Railroad Labor Board.

Mail confirmation.

X

✓

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON ... E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

A reply is requested by the sender of this message. May we rush it for you?

RECEIVED AT

1920 OCT 25 PM 7 04

A437MG 56 NL

RC MEMPHIS TENN 25

6821

JUDGE R M BARTON

CHAIRMAN US RAILROAD LABOR BOARD CHICAGO ILLS

WONT YOU PLEASE ANSWER MY LETTER OF FEW DAY AGO DIRECTED TO YOU PERSONALLY WITH REFERENCE TO THE CAUSE COLORED ASSOCIATION RAILEAY EMPLOYES FILE ON JUNE FOURTEENTH AS TO DATE ON WHICH HEARING CAN BE HAD I WIRED YOUR SECRETARY AND HAVE FAILED TO RECEIVE REPLY FROM HIM WITH REFERENCE TO THIS MATTER ANSWER MY EXPENSE

L C POINGS

RECEIVED

R. M. BARTON

CHICAGO

26

UNITED STATES RAILROAD LABOR BOARD

CHICAGO, ILLINOIS

MEMORANDUM TO:

October 7, 1920

Subject- Miscellaneous Case No. 32-Association of Colored Railway Trainmen-J. H. Eiland, President--L. C. Going, Attorney for Petitioner. ~~as follows~~ ~~A Board~~

Petitions in regard to certain specified railroads alleged failure to apply provisions of ~~General Order No. 24 and Supplements~~ Supp 10 to 20 inc, and Decision No. 2 of this Board; and, petition regarding a contract of employment between railroads under Federal Control and the Brotherhood of Railroad Trainmen regarding seniority as between white and colored men.

Mention Petitions

The rule in question reads as follows

The papers indicate that on February 24th and March 26th President Eiland of the Association advised President Markham of the Illinois Central Railroad of the conditions existing as to the application of agreements, etc.

President Markham on March 19th, replied to the letter of February 24th, in part, as follows:

> "The rules and regulations to which you refer were made by the United States Railroad Administration while the railroad was in possession, and under control of the United States Government; The Illinois Central Railroad Company had nothing to do with their making and merely inherited them from the Government when Federal Control ceased, and the road returned to its owners on March 1st.
>
> In the circumstances, I am unable to see that there is any practical way in which I can change the present status."

and replied to the letter of March 26th as follows
as quote last paragraph of the above letter

UNITED STATES RAILROAD LABOR BOARD

CHICAGO, ILLINOIS

MEMORANDUM TO:

The letters mentioned in the foregoing are all that are shown to have been exchanged between the President of the Organization and any of the carriers enumerated in the foregoing.

On June 14th, the Chairman of this Board wrote Mr. L. C. Going as follows;

> "The Railroad Labor Board has determined to make a decision as to wages on the pending submissions effective May 1, 1920 at the earliest time practicable. It has reserved for further consideration the matter of rules and working conditions. The subject matter of your Client's petition is a rule with reference to employment and seniority rights of negroes. When the Board has made its decision as to wages, it will consider the matter of rules and working conditions and will act upon your request for a hearing at that time."

On July 14th, Mr. L. C. Going wrote the Chairman.

> "Won't you please advise me about when I can expect a hearing in this case."

On July 16th, the Chairman of the Board answered.

Insert X

> "Your letter of July 14th received, and will be laid before the Board to find when we can give you a hearing, which will probably be a few weeks hence."

Since that time there has been no additional evidence presented — several letters have been received from Mr. Going under dates of September 9th, 16th, and 22nd, also telegram under date of October 6th and October 25th — all have been in the nature of tracers as to when a hearing might be held.

October 7, 1920

Subjedt- Miscellaneous Case No. 32-Association of Colored Railway Trainmen-J. H. Eiland, President--L. C. Going, Attorney for Petitioner.

Petition in regard to certain specified railroads alleged failure to apply provisions of General Order No. 27 and Supplements and Decision No. 2 of this Board; and petition regarding a contract of employment between a railroad under Federal Control and the Brotherhood of Railroad Trainmen regarding seniority as between white and colored men.

The papers indicate that on February 24th and March 26th President Eiland of the Association advised President Markham of the Illinois Central Railroad of the conditions existing as to the application of agreements, etc.

President Markham on March 19th, replied to the letter of February 24th, in part, as follows;

> "The rules and regulations to which you refer were made by the United States Railroad Administration while the railroad was in possession, and under control of the United States Government; The Illinois Central Railroad Company had nothing to do with their making and merely inherited them from the Government when Federal Control ceased, and the road returned to its owners on March 1st.
>
> In the circumstances, I am unable to see that there is any practical way in which I can change the present status."

The letters mentioned in the foregoing are all that are shown to have been exchanged between the President of the Organization and the carrier.

On June 14th, the Chairman of this Board wrote Mr. L. C. Going as follows;

> "The Railroad Labor Board has determined to make a decision as to wages on the pending submissions effective May 1, 1920 at the earliest time practicable. It has reserved for further consideration the matter of rules and working conditions. The subject matter of your Client's petition is a rule with reference to employment and seniority rights of negroes. When the Board has made its decision as to wages, it will consider the matter of rules and working conditions and will act upon your request for a hearing at that time."

On July 14th, Mr. L. C. Going wrote the Chairman.

> "Won't you please advise me about when I can expect a hearing in this case."

On July 16th, the Chairman of the Board answered.

> "Your letter of July 14th received, and will be laid before the Board to find when we can give you a hearing, which will probably be a few weeks hence."

Since that time several letters have been received from Mr. Going under dates of September 9th, 16th, and 22nd, also telegram under date of October 6th--all have been in the nature of tracers as to when a hearing might be held.

October 7, 1920

Subject- Miscellaneous Case No. 32-Association of Colored Railway Trainmen-J. H. Eiland, President--L. C. Going, Attorney for Petitioner.

Petition in regard to certain specified railroads alleged failure to apply provisions of General Order No. 27 and Supplements and Decision No. 2 of this Board; and petition regarding a contract of employment between a railroad under Federal Control and the Brotherhood of Railroad Trainmen regarding seniority as between white and colored men.

The papers indicate that on February 24th and March 26th President Eiland of the Association advised President Markham of the Illinois Central Railroad of the conditions existing as to the application of agreements, etc.

President Markham on March 19th, replied to the letter of February 24th, in part, as follows;

> "The rules and regulations to which you refer were made by the United States Railroad Administration while the railroad was in possession, and under control of the United States Government; The Illinois Central Railroad Company had nothing to do with their making and merely inherited them from the Government when Federal Control ceased, and the road returned to its owners on March 1st.
>
> In the circumstances, I am unable to see that there is any practical way in which I can change the present status."

The letters mentioned in the foregoing are all that are shown to have been exchanged betwee the President of the Organization and the carrier.

On June 16th, the Chairman of this Board wrote Mr. L. C. Going as follows;

> "The Railroad Labor Board has determined to make a decision as to wages on the pending submissions effective May 1, 1920 at the earliest time practicable. It has reserved for further consideration the matter of rules and working conditions. The subject matter of your Client's petition is a rule with reference to employment and seniority rights of negroes. When the Board has made its decision as to wages, it will consider the matter of rules and working conditions and will act upon your request for a hearing at that time."

On July 14th, Mr. L. C. Going wrote the Chairman.

> "Won't you please advise me about when I can expect a hearing in this case."

On July 16th, the Chairman of the Board answered.

> "Your letter of July 14th received, and will be laid before the Board to find when we can give you a hearing, which will probably be a few weeks hence."

Since that time several letters have been received from Mr. Going under dates of September 9th, 16th, and 22nd, also telegram under date of October 6th--all have been in the nature of tracers as to when a hearing might be held.

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

B217D 33 — 1920 OCT 6 PM 3 57

FY MEMPHIS TENN 340P 6

C I CARRITHERS

T7169 SECT OF US LABOR BOARD CHICAGO ILL

ADVISE ME IF PETITION OF COLORED ASSOCIATION RAILWAY EMPLOYERS FILED LAST JUNE HAS BEEN SET FOR HEARING AND IF SO THE DATE IF NOT WHEN CAN I EXPECT A HEARING ANSWER MY EXPENSE

L C GOING

September 25, 1920.

32-1

Mr. L. G. Gring,
Kis Exchange Building,
Memphis, Tenn.

Dear Sir:-

Replying to your letter of August 27th in which you state:

> "The purpose of filing this petition was to have the Board declare whether or not employees of the changes mentioned included colored men and members of the various brotherhoods and if so, to have the order amended so as to declare that fact specifically."

Employees performing the duties specified in Article VII, Sections 1, 2 and 3 of Decision No 2 should be paid the rates of pay as provided therein, regardless of affiliation or other conditions.

The rates of pay of train porters are not affected by Article VII of Decision No. 2.

Yours truly,

Secretary.

17607
B-G

X ✓

L. CLYDE GOING
ATTORNEY AT LAW
1412-13 EXCHANGE BUILDING
MEMPHIS, TENN.

September 22, 1920.

Judge R. M. Barton,
Chairman Railroad Labor Board,
Chicago, Ill.

Dear Judge:

In reference to the cause of the Colored Association of Railway Trainmen against the Illinois Central and Y. & M. V. Railroads asking for the abrogation of a certain seniority rule, beg to suggest that I addressed you a letter on Sept. 9th inquiring as to when this cause could be heard, and Mr. Carrithers replied that as soon as the Board convened, the matter would be called to their attention and I would be advised of the date.

The earnest insistence of my clients requires me to again beg that an early date be fixed for the hearing of their petition. They tell me that as a result of the operation of this seniority rule, more than one hundred men, members of their association, have been discharged within the last sixty days and that the future of the organization is imperiled on account of the fact that they cannot secure a hearing of their petition before you.

Won't you be so kind as to go over the matter with the Board and let me know as soon as possible when the matter can be heard?

Yours very truly,

L. C. Going

LCG:VG

File 32-1

L. CLYDE GOING
ATTORNEY AT LAW
1412-13 EXCHANGE BUILDING,
MEMPHIS, TENN.

RECEIVED
RAILROAD LABOR BOARD
SEP 18 1920
CHICAGO, ILLINOIS

September 16, 1920.

Mr. C. P. Carrithers,
Secretary Railroad Labor Board,
Chicago, Ill.

My Dear Sir:

I note from your letter of the 10th that you would call to the attention of the Labor Board the petition of the Colored Association of Railway Employes filed with you on or about the 14th of June for seeking the abrogation of a certain seniority rule and I have been awaiting your advice as to the date fixed for the hearing.

I beg your patient indulgence to say that my clients are worrying me very greatly about when this petition will be heard and I shall be under countless obligations if you are in a position to advise me the exact date of the hearing.

I refrain from writing Judge Barton about the matter on account of our very close personal friendship and I trust that I may count on you to not allow the matter to be overlooked insofar as fixing the date is concerned.

Yours very truly,

L. C. Going

LCG:VG

#32

UNITED STATES RAILROAD LABOR BOARD

CHICAGO, ILLINOIS

R. M. BARTON, CHAIRMAN
HORACE BAKER
J. H. ELLIOTT
JAS. J. FORRESTER
G. W. W. HANGER
HENRY T. HUNT
W. L. PARK
ALBERT PHILLIPS
A. O. WHARTON

C. P. CARRITHERS
SECRETARY

September 16, 1920

Mr. L. Clyde Going,
1412 Exchange Building,
Memphis, Tenn.

Dear Sir:

Referring to your letter September 4th regarding petition of Colored Association of Railway Employes against I. C. and Y. & M. V. railroads asking the abrogation of a certain seniority rule.

I am instructed to advise you that the Board will hear cases which have been handled and submitted in accordance with the provisions of the Transportation Act, 1920, with which I assume you are familiar.

Yours truly,

Secretary

17-07
B-3

ap to Secy

File 32-1

L. CLYDE GOING
ATTORNEY AT LAW
1412-13 EXCHANGE BUILDING
MEMPHIS, TENN.

RECEIVED
UNITED STATES RAILROAD LABOR BOARD
SEP 14 1920
CHICAGO, ILLINOIS

September 9, 1920.

Judge R. M. Barton,
Chairman U. S. Labor Board,
Chicago, Ill.

My Dear Judge:

On the 14th of June, I forwarded to the Secretary a petition of the Colored Association of Railway Employes against the I. C. and Y. & M. V. Railroad asking the abrogation of a certain seniority rule.

During our short conference in the latter part of July, you suggested that as soon as matters incidental to the wage decision was adjusted, you would try to fix a date and suggested that it might be in the early part of September. My clients claim to be suffering greatly from the enforcement of that rule and seem to feel that I am somewhat negligent in not being able to secure a hearing.

Won't you kindly look into the matter for me and if possible fix a date for hearing the petition?

Thanking you in advance for your courteous consideration, I am,

Yours very truly,

L. C. Going

X LCG:VG

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

B51MG 35 1920 SEP 9 PM 12 17

RG MEMPHIS TENN 1140A 9

JUDGE R M BARTON

T 4272 CHAIRMAN US RAILROAD LABOR BOARD CHICAGO ILL

KINDLY ADVISE WHETHER YOU HAVE BEEN ABLE TO FIX A DATE FOR HEARING PETITION OF COLORED ASSOCIATION RAILWAY EMPLOYES AGAINST ILLINOIS CENTRAL ET AL FILED IN JUNE AND WHEN I MAY EXPECT HEARING OF CASE

L C GOING.

Mr Cook
will you please
advise when
this should
come
etc

UNITED STATES RAILROAD LABOR BOARD

CHICAGO, ILLINOIS

R. M. BARTON, CHAIRMAN
HORACE BAKER
J. H. ELLIOTT
JAS. J. FORRESTER
G. W. W. HANGER
HENRY T. HUNT
W. L. PARK
ALBERT PHILLIPS
A. O. WHARTON

C. P. CARRITHERS
SECRETARY

September 3, 1920.

Mr. L. Clyde Going,
1412 Exchange Building,
Memphis, Tenn.

Not sent

Dear Sir:

Replying to your letter of August 27th.

Attention is called to the language of Article VII of Decision No. 2, as follows:

"Add to the rates established by or under the authority of the United States Railroad Administration, for each of the hereinafter named classes, the following amounts per mile, per day, or per month, as the case may be, except in Section 4, as noted:

Sec. 1 - Passenger Service.

Class	Per Mile	Per day	Per month
Conductors Cents	.67	$1.00	$30.00
Assistant conductors or ticket collectors	.67	$1.00	$30.00
Baggagemen handling both express and dynamo	.67	1.00	30.00
Baggagemen operating dynamo	.67	1.00	30.00
Baggagemen handling express	.67	1.00	30.00
Baggagemen	.67	1.00	30.00
Flagmen and brakemen	.67	1.00	30.00

Not sent

Sec.2 - Suburban Service(Exclusive).

Class	Per mile Cents	Per day	Per month.
Conductors	.67	$1.00	$30.00
Ticket collectors	.67	1.00	30.00
Guards performing duties of brakemen or flagmen	.67	1.00	30.00

Sec.3 - Freight Service.

Class	Per mile Cents	Per day
Conductors (through)	1.04	$1.04
Flagmen and brakemen (through)	1.04	1.04
Conductors (local or way freight)	1.04	1.04
Flagmen and brakemen(local or way freight)	1.04	1.04

Sec. 4 - Yard Service.

Note: Superseding rates established by or under the authority of the United States Railroad Administration, and in lieu thereof, for each of the hereinafter named classes, the following increased rates are established:

Class	Per Day.
Foremen	$6.96
Helpers	6.48
Switchtenders	5.04

Attention is also called to Article XIII, Section 6 and Section 7:

"Section 6. The increases in wages and the rates hereby established shall be incorporated in and become a part of existing agreements or schedules.

"Section 7. Except as specifically modified herein, the rules regulating payments of overtime or working conditions in all branches of service, and the established and accepted methods of computing time and compensation thereunder, shall remain in effect until or unless changed in the manner provided by the Transportation Act, 1920."

Persons regularly performing the duties of the classes specified above are entitled to the rate of pay provided for in Decision No. 2, pursuant to the rules regulating working conditions in all branches of service.

Attention is also called to Article XIV of Decision No.2, as follows:

"Sec.1. Should a dispute arise between the management and the employees of any of the carriers as to the meaning or intent of this decision, which cannot be decided in conference between the parties directly interested, such dispute shall be referred to the United States Railroad Labor Board in the manner provided by the Transportation Act, 1920.

"Sec.2. All such disputes shall be presented in a concrete joint signed statement setting forth: (1) the article of this decision involved, (2) the facts in the case, (3) the position of the employees, and (4) the position of the management thereon. Where supporting documentary evidence is used it shall be attached in the form of exhibits.

"Sec.3. Such presentations shall be transmitted to the Secretary of the United States Railroad Labor Board who shall place same before the Board for final disposition."

Unless the rules referred to in Section 7 make a distinction as to color, color does not affect the application of the decision.

Yours very truly,

Vice Chairman.

6/06

UNITED STATES RAILROAD LABOR BOARD

CHICAGO, ILLINOIS

August 30, 1920.

MEMORANDUM TO: Bureau No. 3.

Referring to attached letter dated August 27, signed L. C. Going, on behalf of the Association of Colored Railway Trainmen:

As I understand the situation this does not call for docketing. If it does, will you kindly return in order that I may have proper number of copies made.

C. P. Carrithers.

012

X

File 32

L. CLYDE GOING
ATTORNEY AT LAW
1412-13 EXCHANGE BUILDING
MEMPHIS, TENN.

RECEIVED
UNITED STATES RAILROAD LABOR BOARD
AUG 30 1920
CHICAGO, ILLINOIS

August 27, 1920.

C. P. Carrithers, Secretary
U. S. Railroad Labor Board,
Chicago, Ill.

Dear Sir:

I have your letter of the 18th acknowledging receipt of petition on behalf of the Association of Colored Railway Trainmen. The purpose of filing this petition was to have the Board declare whether or not employes of the classes mentioned included colored men not members of the various brotherhoods and if so, to have the order amended so as to declare that fact specifically.

In talking with Judge Barton a few days ago, I called his attention to the fact that my clients were not members of any of the brotherhoods effected by decision No.2 and could not become members of those organizations on account of their color.

If decision No. 2 applies to colored train porters, then I understand of course that the petition should be withdrawn, as the transportation Act provided remedies for the protection of rights existing prior to its enactment and the creation of this Board.

Concerning the petition filed in June on behalf of the Colored Association of Railway Employes, beg to request that a time be fixed as soon as the business of the Board will permit for the hearing of same.

Yours very truly,

L. C. Going

LCG:VG

August 31, 1920.

Mr. L. Clyde Going,
1414 Exchange Building.,
Memphis, Tenn.

Dear Sir:-

Replying to your letter of August 27th.

Decision No. 2, Article VII, includes all employees in Train Service without distinction as to affiliation or otherwise.

Article XIX - Miscellaneous Employees. The intent of this Article is to extend the decision to a miscellaneous class of employees, practically impossible of specific classification, and at the same time insuring to them the same consideration and rate increase as provided for analogous service.

Should there by any misunderstanding or dispute as to its application, the question would be formally in accordance with Article XIV, the provisions of which must be formally complied with.

Yours very truly,

Y-GY
B-S

more info

approved by Board 8/20

August 18, 1920

Mr. L. C. Going,
Attorney at Law,
1412 Exchange Bldg.,
Memphis, Tenn.

Dear Sir:--

The petition on behalf of the members of the Association of Colored Railway Trainmen, enclosed with your letter of August 14th. has been received.

It is noted that this petition recites alleged failure of the Illinois Central, Yazoo & Mississippi Valley, The Southern, Louisville and Nashville, Nashville, Chattanooga & St. Louis, Gulf & Ship Island and Georgia Central Railways to apply the provisions of General Order No. 27 and Supplements 12 and 16 thereto to colored employees in train service on those railroads. It is understood that the Railroad Administration provided machinery for the adjustment of disputes arising out of the application of its wage orders and, therefore, any such disputes should be handled with the Railroad Administration in the manner which it provided.

Sections 301 and 307, Paragraph "B", of the Transportation Act and Order No. 1, of this Board, outlines the procedure to be followed in submitting disputes to this Board for decision. The Board understand that the established practice, requires that a dispute first be taken up by representatives of the employees, who are also employees of the carrier involved, with the Management of that Carrier prior to the participation by the General Officers of the Organization. Examination of the files you have submitted does not show that this practice has been followed in this instance. Until evidence is submitted showing that an effort has been made by representatives of your organization, which representatives are employees of the particular carrier, to obtain a conference with that carrier and such conference has been denied, or disagreement resulted, this Board

cannot receive the dispute for decision.

It should also be understood that Decision No. 2 covers all employees of the classes mentioned therein upon the various railroads listed as parties to the dispute and, therefore, the Board considers disputes concerning increased wages for such employees as having been disposed of in that Decision.

Yours very truly,

Secretary

26-019

X ✓

UNITED STATES RAILROAD LABOR BOARD

CHICAGO, ILLINOIS

(3)

August 20th, 1920.

MEMORANDUM TO: BOARD.

It is recommended that the Secretary be instructed to sign and forward the attached letter to Mr. L. C. Going, Attorney, Memphis, Tennessee, in reply to his letter of August 14th, with which he enclosed petition on behalf of the Association of Colored Railway Trainmen.

H. T. Ho

26-011

for the Judiciary Committee.

August 17, 1920.

Following communication referred to Judiciary Committee:

Letter dated August 14, signed L. C. Going, enclosing copy of petition on behalf of the Association of Colored Railroad Trainmen. Committee asked to report, with recommendation, as to action of the Board.

C. P. Carrithers.

10-012

August 16, 1920.

Mr. L. C. Going,
1412 Exchange Bldg.,
Memphis, Tenn.

Dear Sir:-

This to acknowledge receipt of yours bearing date of August 14, enclosing copy of petition on behalf of the Association of Colored Railway Trainmen.

Same will receive proper attention and you will be advised in due course of time.

Very truly yours,

Secretary.

10-012

X

L. CLYDE GOING
ATTORNEY AT LAW
1412-13 EXCHANGE BUILDING
MEMPHIS, TENN.

August 14, 1920.

Judge R. M. Barton,
Chairman, U. S. Railroad Labor Board,
Chicago, Ill.

Dear Judge:

I am enclosing original and copy of the petition on behalf of the Association of Colored Railway Trainmen which I will ask you to please file with your Secretary, and if the cause is consolidated with the petition heretofore filed on behalf of this Association, I will ask you to please have the Secretary advise me the date for the hearing of the consolidated causes.

With kindest regards, I am,

Yours very truly,

L. C. Going

LCG-VG

X ✓

BEFORE THE UNITED STATES RAILROAD LABOR BOARD.

THE ASSOCIATION OF COLORED RAILWAY TRAINMEN,
SUCCEEDING AND HERETOFORE KNOWN AS THE COLORED
ASSOCIATION OF RAILWAY EMPLOYES, A CORPORATION
----------COMPLAINANT

V S.

THE ILLINOIS CENTRAL RAILROAD COMPANY,
THE YAZOO & MISSISSIPPI VALLEY RAILROAD COMPANY,
THE SOUTHERN RAILWAY COMPANY,
THE LOUISVILLE & NASHVILLE RAILWAY COMPANY,
THE NASHVILLE, CHATTANOOGA & ST.LOUIS RAILWAY COMPANY,
THE GULF & SHIP ISLAND RAILWAY COMPANY,
THE GEORGIA CENTRAL RAILWAY COMPANY ---------- DEFENDANTS.

TO THE HONORABLE

R. M. BARTON, CHAIRMAN, AND OTHER MEMBERS OF
THE UNITED STATES RAILROAD LABOR BOARD:

Now comes the complainant herein, the Colored Association of Railway Trainmen, and respectfully represents that it is a corporation created, organized and existing under and by virtue of the laws of the State of Tennessee, and that it is the successor of the Colored Association of Railway Employes, a corporation theretofore organized and existing under and by virtue of the laws of said State, it having changed its name to the Association of Colored Railway Trainmen, by virtue of the laws of said state; that it represents more than thirty-five hundred colored men engaged in the transportation department of the passenger railway service in the United States; that the members of its organization are passenger brakemen and flagmen and as such, occupy hazardous, dangerous and important positions in the railway service of the United States on line in the South and Southwest of same.

That on or about the 20th. day of July, 1920, the United States Railroad Labor Board issued its judgment and decree, ascertaining and fixing what was just and fair as the compensation for the service of all those engaged in all the departments of the transportation service of the United States, except that it did not include the petitioners, as hereinafter recited.

The petitiobers herein, as their charter indicates, are colored men and they were not included in the judgment and decree of this Board for two reasons: First, they were not members of any of the organizations who were present and participated in the controversy which resulted in the judgment of thi body; and second, they were not members and could not be members, by reason of their color, of any of the organizations who were protected and in whose favor the judgment and decree of this Honorable body was rendered.

Peritioners respectfully represent that the members for whom they bring this cause have been engaged for many years in the respective positions of flagmen, brakemen and what has heretofore many years ago been known as "train porters". Their duties are now and always have been to assist passengers on and off the trains, clean up the passenger coaches, open and close switches for the purpose of switching passenger trains andcars, look out at the rear end of passenger trains for the approach of trains going in the opposite direction, see to the comfort and safety of passengers upon trains, and perform such other and further duties as were required by the conductors in charge of passenger trains. In the performance of said work, it became material for them to know and understand the sched-

ules of all trains upon the various railroads on which they were employed; the manner and timein which they were run; the importance of signals and all other things essential to the safety of passengers and the trains upon which they run; that they have paid special attention to those things, and by reason of their service have acquainted themselves particularly with the duties in which they were engaged, having spent a large portion of their lives in relation to and in connection therewith.

That on the ___ day of _____, 1918, the United States Railroad Administration increased the salaries of railroad employes, as appears by general order No. 27, in which, among other things, it was recited that colored men occupying similar positions with equal responsibility and duties, should receive the same wages as white men; that the word "train porter", by which a vast majority of these complainants are known were not included in said schedule of wages fixed by said United States Railroad Administration; and thereupon, your petitioners presented to said United States Railroad Administration their petition requesting an increase in wages; that said United States Railroad Commission, on the 12th. day of December, 1918, after a full and free hearing of the complaint of this petitioner, acting for and on behalf of its members, ascertained declared that passenger train porters who performed the service of flagmen and brakemen, as designated by its formar order, were declared to be within the class of passenger flagmen and brakemen. This order is known as supplement No. 12 to general order 27.

18

Soon thereafter, some of the railroads, to-wit: The St. Louis & San Francisco, The Missouri Pacific, The Chicago Rock Island & Pacific, and many others immediately increased the salaries of train porters, in accordance with supplement No.12 to general order 27, but all the defendants named in the caption of this complaint neglected and refused and still neglect and refuse to increase the pay of said train porters, in accordance with the intention and desire of the United States Railroad Commission in respect thereto. As a matter of fact, all of the railroads should be compelled, by an order of this Honorable Body, to pay the increase wages resulting from general order 27,, supplement No. 12 thereto and supplement No.16 which increased the wages of all railroad employes, but did not mention particularly the old term of "train porters", to which petitioners belonged prior to the acquisition of the railroads by the United States Government.

Petitioners state that the railroads, defendants in this case, are only paying their employes $85.00, whereas they should be paying them $120.00 per month, according to the schedule of wages fixed by the United States Railroad Labor Biard,, and which has not been done by reason of the fact that the railroads contend that the position of train porter is different from that of brakeman or flagman on the front end of the passenger train. These petitioners say that in the north, on many trains, the rear end brakeman or porter is a white man and in that instance, he has been protected and cared for in the matter of increased wages, while in the south, the head end porter, being a negro, has not been cared for and the rail roads have denied that supplement No. 12 to general order 27 was applicable to him.

Petitioners further state that while the majority of their members are receiving only $85.00 per month, there are some who are receiving less, and that the sum of $85.00 per month, under the present high cost of living, is inadequate to support them and their families and to give them such remuneration as they are entitled, under the decision of this Honorable Body in the case of Inter-national Association of Machinists et al. vs. Atchinson, Topeka & Santa Fe Railroad Company, rendered by it on the 20th. day of July, 1920.

Petitioners herein humbly represent again that they are colored men; that they, by reason of their color, cannot become members of any of the organizations complainant vs. A. T. & S. F. R. R. Co. et al. in the cause decided on said 20th. day of July, 1920; that they have attempted and used all the means within their power to induce the railroads, against which they complain, to give them the reasonable relief to which they believe they are entitled, but not-with-standing their repeated efforts and their inability to gain recognition, by reason of their color, so as to present their cause to the adjustment board provided by the Transportation Act of Congress, they therefore ask that this Board hear this, their cause of action.

The Premises considered, your petitioner prays:

1st. That this petition be consolidated with the former petition of this complainant seeking to abrogate, annul and set aside the seniority rule established by the United States Railroad Administration, which petition has heretofore been filed in the office of the Secretary of this Honorable Board.

2nd. That a date be fixed for the hearing of said consolidated cause.

3rd. That the railroads defendant in said proceeding be notified of the pendency of same and to be given an opportunity to be heard.

4th. That upon a final hearing of this cause, that a scale of wages be fixed for the members of this Association commensurate with the duties imposed upon them; the services they perform, and the hazardness of their said employment, and for such other and further relief after the full and free hearing as this Honorable Board in equity and good conscience may declare.

L. C. Going
Attorney for Petitioner.

July 16, 1920.

Mr. L. Clyde Going,
Attorney at Law,
Memphis, Tennessee.

Dear Sir:-

Your letter of July 14th received, and will be laid before the Board to find when we can give you a hearing, which will probably be a few weeks hence.

Yours very truly,

Chairman.

1-01

X ✓

L. CLYDE GOING
ATTORNEY AT LAW
1412-13 EXCHANGE BUILDING
MEMPHIS, TENN.

July 14, 1920.

Judge R. M. Barton,
Chairman U. S. R. R. Labor Board,
Chicago, Ill.

Dear Judge:

Sometime ago I filed a petition before your Board on behalf of the Association of Colored Railway Trainmen against the Illinois Central and other railroads. Your secretary advised me that as soon as the wage question was determined, your Board would be able to give me a hearing.

Won't you please advise me about when I can expect a hearing in this case?

With kindest regards and best wishes,

I am,

Yours very truly,

L. C. Going

LCG-VG

do not copy

Will lay matter before Board & find out when we can give you a hearing probably be a few weeks time R—

X

File Mail #56

June 14, 1920.

Mr. L.C. Going,
Attorney at law,
1412 Exchange Bldg.,
Memphis, Tenn.

The Railroad Labor Board has determined to make a decision as to wages on the pending submissions effective May 1, 1920 at the earliest time practicable. It has reserved for further consideration the matter of rules and working conditions. The subject matter of your client's petition is a rule with reference to employment and seniority rights of negroes. When the Board has made its decision as to wages, it will consider the matter of rules and working conditions and will act upon your request for a hearing at that time.

Respectfully,

Secretary.

6/06

X ✓

UNITED STATES RAILROAD LABOR BOARD

CHICAGO, ILLINOIS

MEMORANDUM TO:

June 10, 1920.

Mr. Carithers:

Please mark attached papers to be referred to Judiciary Committee for report.

R.M.Barton.

June 20, 1920.

Mr. L. C. Going,
Attorney at Law,
1412 Exchange Building,
Memphis, Tennessee.

Dear Mr. Going:-

I acknowledge receipt of your letter of the 6th inst. enclosing formal complaint of the Colored Association of Railway Employes against the Illinois Central and Yazoo & Mississippi Valley Railroad Companies.

The matter has been filed with the Secretary of the Board to be brought before the Judiciary Committee for action, and you will be notified in due course in regard to the action taken.

Yours very truly,

Chairman.

B:L

X ✓

L. CLYDE GOING
ATTORNEY AT LAW
1412-13 EXCHANGE BUILDING
MEMPHIS, TENN.

June 6, 1920.

R. M. Barton, Chairman,
United States Labor Board,
Chicago, Ill.

Dear Judge:

I am handing you herewith to be filed with your secretary formal complaint of the Colored Association of Railway Employes against the Illinois Central Railroad and the Yazoo & Mississippi Valley Railroad Company. Kindly file same and have the secretary advise me the date upon which hearing may be had.

I presume you are aware that Col. Crabtree of Chattanooga has formerly announced his candidacy for the Democratic nomination for Governor. With this exception, little additional interest has been aroused in politics in this vicinity.

With kindest regards, I am,

Yours very truly,

L. C. Going

LCG-VG

X ✓

UNITED STATES RAILROAD LABOR BOARD

CHICAGO, ILLINOIS

R. M. BARTON, CHAIRMAN
HORACE BAKER
J. H. ELLIOTT
JAS. J. FORRESTER
G. W. W. HANGER
HENRY T. HUNT
W. L. PARK
ALBERT PHILLIPS
A. O. WHARTON

C. P. CARRITHERS
SECRETARY

June 14, 1920.

DIRECTIONS TO THE SECRETARY.

SUBJECT: Application Colored Association of Railroad Employees, dated June 6, 1920.

The Secretary is instructed to sign and dispatch the attached letter to L.C. Going.

Henry T. Hunt,
For the Judiciary Committee.

June 14, 1920.

DIRECTIONS TO THE SECRETARY.

SUBJECT: Application Colored Association of Railroad Employees, dated June 6, 1920.

The Secretary is instructed to sign and dispatch the attached letter to L.C. Going.

Henry T. Hunt,
For the Judiciary Committee.

IN AND BEFORE THE UNITED STATES RAILROAD LABOR BOARD

HEADQUARTERS CHICAGO, ILLINOIS.

THE COLORED ASSOCIATION OF RAILWAY EMPLOYES,
A corporation

PETITIONER

vs.

THE ILLINOIS CENTRAL RAILROAD COMPANY,
A corporation, and the

YAZOO & MISSISSIPPI VALLEY RAILROAD COMPANY,
a corporation

DEFENDANTS.

TO THE HONORABLE R. M. BARTON, CHAIRMAN, AND OTHER MEMBERS OF THE UNITED STATES RAILROAD LABOR BOARD:

Comes the petitioner herein and respectfully represents that it is a corporation chartered, organized and existing under and by virtue of the laws of the State of Tennessee and that its principle situs is in the City of Memphis in said state; that its members are composed of approximately thirty-five hundred colored men engaged in the transportation department of the great railway systems in the South and Southwest.

That the defendant, the Illinois Central Railroad Company is a railroad corporation owning and operating a line of railroads through the States of Illinois, Kentucky, Tennessee, Mississippi and Louisiana with its principle offices located in the City of Chicago in the State of Illinois; that the Yazoo and Mississippi Valley Railroad Company is a railroad corporation

owning and operating a line of railroads running from the City of Memphis in the State of Tennessee South through the States of Tennessee, Mississippi and Louisiana terminating in the City of New Orleans in said last named state with its principle offices in the City of Chicago in the State of Illinois, and petitioner charges upon information and belief that the President of the Illinois Central Railroad is also the president of its co-defendant, Yazoo & Mississippi Valley Railroad.

-3-

For its cause of complaint against the defendants named in the caption of this petition, the Colored Association of Railway Employes bring this proceeding for and on behalf of all their members numbering more than five hundred, all of whom are now engaged in the transportation department of the defendants railroad service and respectfully represent to this Honorable Board:

-4-

That during the year 1919, the exact date of which is to the petitioner unknown, but is well known to each of the defendants, and while said railroads were being operated by and under the United States Railroad Administration, a contract of employment was entered into with the Brotherhood of railroad trainmen in and by which a certain rule or regulation was adopted and placed in force which contained among other things a provision substantially as follows, to-wit:

> "When trainmen or yard forces are reduced, the men involved will be displaced in the order of their seniority regardless of color. When a vacancy occurs or any new runs are created, the senior man will be preferred in choice of runs or vacancies, either as flagman, brakemen or switchmen, except that negroes are not to be used as conductors, brakemen or flagmen. Negroes are not to be used as flagmen, except that those now in that service may be retained therein with their seniority rights; no porter to have any trainmen's rights except where he may have established same by three months continually in the freight service".

2. All rules, regulations or agreements in conflict with the foregoing are null and void"

Neither the original or copy of said agreement is in possession of these petitioners, but the same is within the knowledge of the defendants. However, proof of its existence will be made upon the hearing of this petition.

-5-

Petitioner further states that said rule so adopted was made applicable at that time to the defendants in this petition and also four other railroads, to-wit: Louisville & Nashville; Central of Georgia, /Nashville, Chattanooga & St.Louis; The Southern and the Atlantic Coast Line Railroads and the petitioner herein knew nothing of the establishment of said rule or regulation until after it was made and was in force.

-6-

While said rule is apparently fair on its face, its enforcement unjustly and unfairly discriminates against the members of this association on account of their race or color in this: That it enables the white man to and he does and has by reason of the seniority in service to demand and secure the position occupied by the colored man and while under the rule the colored employe who holds seniority rights under the white man is entitled to claim the position occupied by the white man, but the colored employe knows full well that he would not dare invoke the rule in his own behalf against the white man and therefore the rule has enabled the white man to secure the position occupied by the colored man because of his seniority rights, while the colored man on account of his social and financial inferiority cannot afford to invoke the application of the rule in his behalf.

We have concrete illustrations of the injustice resulting from the application of this rule found in copies of two communications, one dated April 3, 1920 from Louisville, Kentucky, addressed

to T. E. Hill, Supt. Kentucky division of the Illinois Central Railroad, and the other dated May 4, 1920, addressed to the president and general managers of the defendant, Illinois Central Railroad, both signed by Thos. Redd, brakeman, 826 S. 12th St., Louisville, Ky., and the same are filed as exhibits hereto, made a part hereof and proof of the facts therein contained will be made upon the hearing of this petition.

On the 24th day of February 1920 the petitioner through its president, J. H. Eiland, addressed a communication to C. H. Markham, president of the Illinois Central Railroad Company calling his attention to the rule or regulation adopted by the railroad administration on the roads hereinbefore mentioned reciting the injustice in the application of said rule and asking for a conference upon the subject, a copy of which letter is filed herewith marked Exhibit B and made a part of this petition.

On the 19th of March 1920, C. H. Markham addressed a letter to the president of petitioner which was a reply to said letter of February 24th which said letter stated among other things that "the rules and regulations to which you refer were made by the United States Railroad Administration while the railroad was in possession and under control of the government; the Illinois Central Railroad Company had nothing to do with their making and merely inherited them from the government when federal control ceased and the roads returned to its owners on March 1st", and stated that he saw no way to remedy the evil suggested, a copy of said letter is filed herewith and marked Exhibit C. To said letter this petitioner addressed a reply to C. H. Markham, president, a copy of which is filed herewith, marked Exhibit D.

~~Petitioner further states and charges under an authority of a letter dated April 1, 1920, signed by C. S. Lake and J. A.~~

~~Franklin, assistants to director general W. D. Hines.~~

-8-

Petitioner further states that if the rule about which complaint is herein made is not abrogated or modified, the colored emplpyes in the transportation department of all the railroads effected by it will soon be displaced and the effect of the application of said rule will be to discharge in the transportation of the railroad service all colored men from positions heretofore occupied by them.

-9-

Petitioner further respectfully represents that it as a body corporate and its members individually and collectively do not desire social equality with the white man. They ask for no rule or regulation which would enable them or any of them to take from the white man the position which he occupies in the transportation service, but they do earnestly but respectfully insist that where they have held for many years certain positions in the transportation department of the railroad service and to which they have devoted years of study and work, they should be made secure in these positions so long as they can and do render faithful and efficient service and if certain rights by reason of seniority in service are to be applied, such rules or regulations with respect to positions held by colored men should only be to effect colored men and that seniority rights with respect to positions formerly occupied by white men should be exercised only by white men. They further state their position in these regards are just, equitable and fair.

Wherefore they pray, first that a date be fixed by this honorable Board for a hearing of this petition.

Second, that due and proper notice of the time and place be given to C. H. Markham, President of the Illinois Central Railroad Company and also C. H. Markham, President of the Yazoo

& Mississippi Valley Railroad Company and that upon a final hearing of this petition the rule about which complaint is herein made by abrogated, annulled or modified so as to prevent a continuation of the injustice which it obtains, and for such other and further relief as justice and right may warrant in the premises.

L. C. Going
Attorney for Petitioner.

J. H. Eiland being duly sworn, states that he is the President of the Colored Association of Railway Employes, the Petitioner in the above entitled cause; that he is acquainted with the statements contained in the foregoing petition and that the same are true to the best of his knowledge and belief.

J. H. Eiland

X ✓

Sworn to and subscribed before me this 2nd day of June, 1920.

Verna K. Murphy
Notary Public.

Louisville, Ky.,
April 3rd, 1920.

Mr. T.E. Hill, Supt. Ky. Div. I.C. R.R.

Dear Sir:

I want to call your attention to some more sharp practice in the application of the Jim Crow Seniority Rule as between white and colored trainmen. On Sunday March 21, 1920, Mr. C.R. Scott rolled Clarence English off the front end of the Cecilia coal run, leaving Mr. Wm. Deane to flag on # 193 and 194 with Sunday lay over at Cecilia. Mr. Deane is a junior man to either Mr. Scott or Clarence English. Mr. L.G. Hart has rolled A.S. Martin off position as swing man on # 191 and 192 between Oak Street and Cecilia, leaving several men to flag on regular cars who are junior to either Mr. Hart or A.S. Martin.

On the Paducah District, Mr. T.N. Hicks rolled L.D. Ratterree off front end of work train, leaving Mr. R.C. Mercer to flag on the same crew who is a junior man to either Mr. T.N. Hicks or Ratterree.

Mr. W.H. Daniels rolled W. F. Clemmons off front end of manifest freight run between Paducah and Central City, leaving to flag on this same crew Mr. T.R. Ward who is junior to Mr. Daniels.

Mr. S.J. Craig rolled Ben Paxton off front end of chain gang crew, leaving to flag on the same crew Mr. E.J. Young who is junior to Mr. Craig.

Mr. R. A. Cooley rolled Joe Tucker off front end of manifest freight between Paducah and Central City leaving to flag on the same crew Mr. H.H. Young who is Junior to either Mr. Cooley or Joe Tucker.

I was talking to Mr. L.A. Downs over long distance phone just before he left us and he informed me that under the Atlanta agreement senior white trainmen were not permitted to roll a junior colored trainman off the front end of a train, so long as there was a position of flagman open on the rear end of a train, any where on the district ; in other words, he said white trainmen must first exercise their seniority rights on the rear end of a train; he futher said that he nor any of the management would stand for any sharp practice in applying the rule . The manner in which this rule is now being applied is really shameful, and as Chairman of both the Local and General Grievance Committees I am going to ask you to please see that at least some slight degree of common decency is displayed in this one-sided or Jim Crow Seniority.

Thanking you in advance for all the consideration to which you may be able to give this matter and awaiting your reply,

Your Obedient S.

O.T. Redd

Paducah, Ky.,
May 4, 1920.

Mr. J.B. Thomas, Train Master, Paducah, District.
Mr. T.E. Hill, Supt. Kentucky Division.
Mr. J.M. Egan, General Supt. Southern Lines.
Mr. A.E. Cliff, General Manager.
Mr. L.W. Baldwin, Vice President.
Mr. C.H. Markham, President.
Illinois Central Railroad Company.

Gentlemen:

I have been selected chairman of the General Grievance Committee for the colored train and yardmen employed by your company and as such I want to call your attention to a matter which I think should merit both your attention and consideration.

On April 13, 1920, freight brakeman, Willie Clements was called in Paducah, Ky., to dead-head to Central City , coal run South; after reaching Central City he was properly called for the coal run at 1:30 A.M. He went to the round house for the engine and found Mr. L.V. Broughton (white) there for the purpose of putting engine on the train. Mr. Broughton informed Clements that he, Broughton, was the front brakeman on the crew. After being thus informed, Clements went to the caboose and notified the conductor that he had been called for the crew and had gone to the front end which he thought was the proper place for him; the conductor replied " It is a flagman that I need ". Clements then got the caboose ready, having been examined upon the flagging rules and understood them as well as the average brakeman white or colored; so when Mr. Broughton reached the train with the engine he positively refused to go out on the run with Clements as flagman; he also refused to act as flagman himself and allow Clements to work on the front end of the train. Mr. W. B. Creel (white) swing man on the crew refused to act as flagman and allow Clementsto work in the swing. He also refused to go out on the run with Clements flagging on the caboose. Therefore Clements was forced off the crew after having been sent there by the company to fill a vacant place on the coal run.

After this train had been delayed about one hour and thirty minutes Mr. Creel agreed to act as flagman, provided that Clements be left off the crew entirely and that the crew work short handed with himself and Broughton only. Thereupon Conductor Staples relieved brakeman Clements and told him to turn in twenty-five miles for being called and relieved.

Central City was going to dead head Clements back to Paducah on # 135 next morning but the Dispatcher changed this plan by getting a white brakeman who was working on the front end of a Princeton turn around to go on the coal run and let Clements take the Princeton turn around.

X ✓

All of this is the result of the unfair application of the [illegible] agreement. The recently agreed to in the [illegible] President of the Illinois Central Railroad [illegible] colored trainmen need not have any fear of being [illegible] so long as they render faithful and efficient service but the above mentioned cases and numerous others show very much to the contrary and I am going to ask you to investigate this matter and see that there is no repetition.

Thanking you in advance for all the consideration to which you may give this matter and awaiting your reply, I have the honor to remain,

Your obedient servant,

Thomas Redd.

Brakeman.

826 S. 12th. Street.

X ✓

Memphis, Tenn.,
February 24, 1920.

Mr. C.H. Markham,
President Illinois Central Railroad,
Chicago, Ill.

Kind Sir:

The writer, J.H. Eiland, President of the Colored Association of Railway Employees, an organization incorporated under the laws of the state of Tennessee, and operating in practically every state in the South where the negro is used in the Transportation Department (brakemen, switchmen and passenger train porters), with a membership of practically 3500 men, and being an employe of the I.C. Railroad with sixteen (16) years service record, knowing you to be well posted and familiar with conditions through the Southland where the negro is used in said departments, wish to bring to your notice the following:

Before Government control of railroads there were certain positions in train and yard service conceded as positions for men of my race and, when ever it became necessary to reduce the force or crews, or any other change, the white men were allowed to exercise their seniority rights among members of their race only, and the same applied to members of my race.

When the Governemnt took over the roads they immediately equalized the pay as between white and black employees in this department. Recently, the Brotherhoods have secured through the U nited States Railway Administration the following:

When train or yard forces are reduced, the men involved will be displaced in order of their seniority, regardless of color. When a vacancy occurs or new runs created , the senior man will be preferred in choice of runs or vacancies , either as flagmen, brakemen or switchmen, except that negroes are not to be used as conductors, flagmen or baggagemen.

Second:

All rules, regulations or agreements in conflict with foregoing are null and void.

The application of this new ruling has, of course, destroyed the separate seniority as between whites and blacks, also caused hundreds of our men to be removed from those positions heretofore,

X

The negro in this department has never seeked promotion-futhermore, we have no special objections to the rule barring us from filling the position of flagman, while, we think it a poor rule that won't work two ways, and do object to any rule, which has for its purpose, the complete elimination of our people from the Transportation Department of the railroads.

Some years ago when the wheels of commerce were at a stand still the railroad company called and the negro in his weak voice, responded, by coming upon the scene and unlocking the wheels of commerce. In consideration of these facts, we feel that we are entitled to some consideration and should be allowed to still retain these positions formerally held by us, and that our right to earn an honest living-our constitutional rights- should be considered, regardless of Brotherhood or Brotherhood contracts., especially, when the color of a man's skin determines his rights in said Brotherhood.

Under this new ruling, all the senior white men in the service are giving up their jobs on the rear end of trains and rolling the junior negro off the head-end for no other purpose than to make an opening for the junior white man, knowing, regardless of the negro's service record, he is barred from the rear end. Hence, at many points there are colored men who have been in the service of the railroads for years and whoare forced to stand idily by withour employment while young white men, with only a few month's service record are given regular jobs.

We do not seek either an equality of consideration of pay with the white man but since we do not belong to his organization and cannot become members of it we feel that our men, considering their long efficient service are entitled to some consideration, as above stated. In view of the circumstances, we feel that we ought to know something of what the future has in store or what we, might with propriety, expect.

We desire representatives of this organization to confer with you and a representative of each road, using our people in said department, upon the question of our employment and questions incidental thereto. As you are cognate with the officials of other roads, may we not ask, can or will, you arrange date for such conference at such time and place as you may desire ?

Mr. Markham, I realize that at this particular time your business is very heavy and that every minute of your valuable time is required to meet the demand. I do not wish to just push my correspondence upon you, but there were some things I felt that you did not know.

Knowing you to be the man you are, far sighted, broaded hearted and fair, dealing with a business hand, especially, when the interests of the company is involved, that is why I appeal to you. And may I ask that you please consider this appeal ?

X

Thanking you in advance for any favor you may show in regards to this matter,

I am,

J. H. Eiland

March 19, 1920.

J.H. Dillard,
27 West Jackson Round Ave.,
Memphis, Tenn.

Upon my return to the office after an absence of several weeks on a trip of inspection, I find your letter of February 24th, in regard to the conditions of employment of colored men in the Transportation Department.

The rules and regulations to which you refer were made by the United States Railroad Administration while the railroad was in possession, and under control of the United States Governemnt; The Illinois Central Railroad Company had nothing to do with their making and merely inherited them from the Government when Federal control ceased, and the road returned to its owners on March, 1st.

In the circumstances, I am unable to see that there is any practical way in which I can change the present status.

A spirit of fairness has always animated the Illinois Central Railroad Company in its relations with the employes, irrespective of color or race, and the colored employes need have no fear of lack of consideration at our hands.

Yours truly,

C.H. Markham,

Pres. Illinois Central R.R.

X

March 26, 1920.

Mr. C.H. Markham,
President I.C. and Y.&M.V. R.R.
Chicago, Ill.

Kind Sir:

Beg to acknowledge the receipt of your letter dated the 19th inst. In reply will say, we are aware of the fact as stated in your letter, that the rules and regulations referred to in my former letter were made by the United States Rail way Administration while the railroads were in posession and under control of the United States Government and that the Illinois Central Railroad Co., had nothing to do with their making but merely inherited them from the Government.

IN December 1919, this matter was taken up and discussed between representatives of this organization and the officials, at various points, upon the six roads involved and it was the unanimous opinion of some of the officials in question that this ruling was unfair to the black men upon the railroads and the continued application of same would finally mean their complete elimination. (While some local officials, being from the ranks of the brotherhoods themselves, viewed the situation altogether different). Also stated under existing conditions, they were unable to remedy the case, but advised us to take it before the United States Railway Administration and there make every effort to have same abrogated.

On January 6, representatives of this organization, through Mr. W.D. Hines Director General of Railroads, was referred to and had conference with Mr. C.F. Lake, Assistant to Director , special duties, whose contention was, if the railroads applied the agreement fairly, and in accordance with its plain meaning and intention, it whould not prove an eliminating force, for the black man and that the validity of this agreement ceased at the expiration of government control.

On January 16, the same above representatives above mentioned was granted a conference in Atlanta, Ga. by and with Mr. B.L. Winchell, then Director General of all the six roads involved in this agreement, whose opinion regarding said agreement was far different to that of Mr. Lake's, he stated that it was far contrary to all rules of right and the full intention of same was no other purpose in the world than to eliminate our people from certain positions heretofore considered negro jobs. He, too, stated this agreement would become invalid after March the 1st., 1920, and the roads involved would have the power to restore our former working conditions. With this in mind, we made our selves contented with waiting for a change that, as yet, has failed to come.

X

hardly be excelled in drastic unfairness towards my people [illegible] railroads. But since the issuing of this, there have been other understandings and agreements entered into between some of the railroad officials and representatives of Brotherhoods, which makes the sharp practice of this ruling even more drastic, and our two great roads, the I.C. and the Y.& M.V. are not excepted.

Here is a fair example:

We were told in Washington, D.C. by Mr. Lake also by Mr. Winchell that the word "flagman" in this agreement did not apply to yard work, and that every man assigned to a yard crew was simply a switchman except the foreman, who was in charge of crews. Some of our road officials said the same. But notwithstanding that fact, I am inclosing herewith also, copy of agreement of Jackson, Miss., which is identically the same at other points , just to show that something is wrong somewhere.

As a rule, the peculiarities under which the negro of the South has accustomed himself to, have, and still enables him to labor hard in the face of oppression, unfairness and hardships, without complaining and, is one of the most docile factors in the fields of industry to deal with; and the voices of thousand of black men protesting against this unfair ruling is only a warning that they are, beyond a shadow of doubt, facing conditions which are unjust and Unamerican.

We helped to lay bare the forests upon which some of our great railroads are now constructed. While we have been and are still used in many departments, there are some positions we have failed to put forth any effort to invade- do not care to invade them- but do care and would like to have those positions formerally held by us.

Since, as stated in your letter, the railroad companies have not the power to adjust this matter, and seeing the unfairness of its application as outlined, we take it for granted the black man will or should not harm the good relations between himself and the railroad companies should he appeal to the government, the indorsers of this agreement.

I am,
Very respectfully,

J. H. Eiland.

G. PRES. C.A. OF R.E.

X

56

UNITED STATES RAILROAD LABOR BOARD,
WASHINGTON, D. C.

May 6th, 1920.

Hon. L. Clyde Going,
Attorney at Law,
1412-13 Exchange Building,
Memphis, Tenn.

My dear Going:

Yours of May 1st, with enclosure of the petition of the Colored Association of Railway Employes, received and placed on file.

For the information of yourself and clients, I am herewith enclosing copy of Order No. 1 and Decision No. 1, adopted by the United States Railroad Labor Board to govern method of procedure. The Board is having prepared blank applications, one of which (when adopted and printed) I will have forwarded to you. In the meantime, I would call your especial attention to the fact that the law and Order No. 1 require that before disputes can be brought before this Board so as to obtain a hearing the applicants must show that they have complied with the law, that they have sought a conference and tried to have the matter settled by the railroads affected, and either that the conference was unable to agree on a decision or that conference had been refused. The application for a conference should be in writing and filed as an Exhibit with the application, together with the reply to the application.

I assume that the Organizations you represent are not on strike but are in the actual employment of the railroad companies and are doing nothing to interfere with the operation of the carrier. Unless that is true, your clients cannot be heard.

I am sure, however, that a careful study of Order No. 1 and Decision No. 1, herewith enclosed, will give you full information as to how to proceed.

With kindest regards to you and your associates, and my other friends in Memphis, I am

Yours truly,

Chairman.

Enclosures.

X

L. CLYDE GOING
ATTORNEY AT LAW
1412-13 EXCHANGE BUILDING
MEMPHIS, TENN.

May 1, 1920.

Judge R. M. Barton,
Chairman Board of Railway Labor,
Washington, D. C.

My Dear Judge:

I beg to call your attention to the enclosed protest of the Colored Association of Railway Employes against the operation of certain railroads concerning the seniority rights of railroad employes adopted and enforced on the following lines of railroads, to-wit:

Illinois Central; Yazoo and Mississippi Valley; Louisville & Nashville; Southern; Central of Georgia and Atlantic Coast Line.

On February 9, 1920, this protest was filed with the Board of Railway Wages & Working Conditions, but on account of the fact that the railroads were returning to private ownership soon thereafter, the Association was directed to take up the matter with the labor Board as soon as same was appointed.

I beg to advise that this Association is composed of more than thirty-five hundred colored men employed in the transportation of the railway system in the South and they desire to have a date fixed when their petition may be heard.

Won't you kindly call the attention of your associates to the filing of this petition, agree upon a date when the same can be heard and notify me of the time and place.

With congratulations to the Government for securing your services and to you for the Honor which your appointment brings, and wishing you much success, I am,

Yours very truly,

L. C. Going

LCG-VG

X ✓

J. H. EILAND
PRESIDENT
BERT HARTSELL
1ST. VICE-PRESIDENT

The Colored Association of Railway Employes

ANDREW FLOWERS
SECRETARY
GEO. H. LEWIS
TREASURER

GRAND LODGE HEADQUARTERS
27 W. JACKSON MOUND
Memphis, Tenn.

February 9, 1920.

To the United States Railroad Labor Board,
Washington, D. C.

Gentlemen:

The Colored Association of Railway Employes representing more than thirty-five hundred colored men engaged in the transportation department of the railroad service, respectfully enter this their protest agains the enforcement of the following rule and regulation governing the employment of colored men in the transportation department of the railway service, to-wit:

> "When train or yard forces are reduced, the men involved will be displaced in the order of their seniority regardless of color. When a vacancy occurs or new runs created, the senior men will be preferred in choice of runs or vacancies either as flagmen, brakemen or switchmen, except that negroes are not to be used as conductors, flagmen or brakemen. Negroes are not to be used as flagmen except that those now in that service may be retained therein with their seniority rights; no porter to have any trainmen's rights except where he may have established same by three months continuously in the freight service.

> Second, All rules, regulations or agreements in conflict with the foregoing are null and void."

For the reason, first, said proposed rules are in direct conflict with Supplement No. 12 to General Order 27, Second, any rule which attempts to give to colored men seniority rights or the right to roll white men on account of having given white men the same privileges, while apparently fair on its face, it will be of irreparable injury to the colored man because conditions where colored men are employed will not admit of the enforcement of any such rule and it will enable the white man to take advantage of the colored man under the guise of the law.

No colored man in the employ of the railroad company in any department and particularly the operating department would ever dare to demand on account of seniority rights a place then filled and occupied by a white man. Both his life, liberty and property would be seriously endangered, in fact the law would

J. H. EILAND
PRESIDENT
BERT HARTSELL
1ST. VICE-PRESIDENT

The Colored Association of Railway Employes

ANDREW FLOWERS
SECRETARY
GEO. H. LEWIS
TREASURER

GRAND LODGE HEADQUARTERS
27 W. JACKSON MOUND
Memphis, Tenn.

simply invite him to commit suicide by doing what it apparently authorized. This rule or regulation is being enforced on the following railroads: Illinois Central, Yazoo & Mississippi Valley; Louisville & Nashville; Southern; Atlantic Coast Line and Central of Georgia, and the colored employes have already felt the inequality and injustice of it.

The employment of colored men in transportation departments should be so arranged that the rights given by reason of seniority should be divided so that as to the white employes only white men should have seniority rights and as to the colored employes, only colored men should have seniority rights.

Upon this very grave and serious matter, the colored employes in the transportation department through this organization desire to be heard.

May we not hope for a hearing at an early date?

Respectfully,

J. H. Eiland

President.

X

Secretary

DOCKET NO. 188

Rec'd.
May 6,
1920

BUREAU NO. 8

ASSOCIATION OF COLORED RAILWAY TRAINMEN

vs.

ILLINOIS CENTRAL AND YAZOO & MISSISSIPPI VALLEY R.R.

Application of Supplement 12, G.O. 27, U.S.R.A. and Decision No. 2, U.S.R.L.B., also Employment and Seniority Rules.

Letter of May 1st, 1920 signed by Attorney L.C.Going, enclosing letter addressed to the U.S.R.L.B. on February 9th, 1920 by J.H. Hilsmd, President of Colored Association of Railway Employes.

Chairman's letter of May 6th, 1920 to Attorney Going, acknowledging above submission and enclosing copies of Order No. 1 and Decision No. 1 of the Board.

Letter from Attorney Going dated June 6th, 1920, enclosing formal complaint against Illinois Central and Yazoo & Mississippi Valley R.R. on above subject.

Chairman's letter June 10th to Attorney Going advising that his letter of the 6th had been received and referred to the Judiciary Committee.

Secretary's letter of June 14th, 1920 to Attorney Going, advising that the Board had determined to pass upon the general wage question and that the question of working rules would be handled later.

Letter July 14th, 1920 from Attorney Going asking that a date be set for hearing.

Chairman's letter July 18th to Going advising that his case would be taken up with the Board with a view of deciding when a hearing could be had.

Letter August 14th, 1920 from Mr. Going enclosing another petition setting forth grievances against the Illinois Central and Yazoo & Mississippi Valley R.R. and a number of other railroads and asking when hearing would be held.

-Continued-

Secretary's letter August 16th, 1920 to Mr. Going advising that in due time he would be given a reply to his letter of Aug. 14th.

Secretary's letter August 18th to Mr. Going with further reference to Mr. Going's letter of August 14th

Letter August 27th from Mr. Going again requesting hearing.

Telegram from Mr. Going dated September 9th, 1920, asking when he could expect hearing.

Secretary's telegram September 10th to Mr. Going advising case would be presented to Board at next hearing.

Secretary's letter September 22nd to Mr. Going advising that employes performing the duties specified in Article 7, Sections 1, 2 and 3 of Decision No. 2 should be paid the rates provided therein, regardless of affiliation or other conditions.

Letter September 22nd, 1920 from Mr. Going urging the Chairman to advise when case would be heard.

Telegram October 6th, 1920 from Mr. Going concerning date of hearing.

Telegram October 25th, 1920 from Mr. Going urging that hearing be arranged fro.

Chairman's telegram October 26th to Mr. Going advising case in hands of Bureau No. 3 and that report of Bureau had not yet been received.

Telegram December 2nd, 1920 from Mr. Going requiring relative to hearing.

Chairman's letter December 2nd to Mr. Going advising case would probably be considered at meeting on following Tuesday.

Secretary's memo December 6th to Bureau No. 3 advising that case was considered at Board meeting of December 2nd and on motion was ordered referred to Bureau No. 3 for recommendation as to whether case was docketable.

Secretary's letter December 9th to Mr. Going (prepared by Bureau No. 3) stating that apparently no bona fide dispute existed and giving reasons for this conclusion and also stating that in event case was heard, the Brotherhood of Railroad Trainmen should also be permitted to have a representative present on account representing employes in class of service affected.

-continued-

Letter December 14th, 1954 from Mr. Geing again requesting that petitioner already filed be considered and a hearing arranged for.

Secretary's letter December 27th, 1955 to Mr. Geing forwarding Form HRB-101 for execution and asking for statement of facts etc.

Letter December 30th from Mr. Geing enclosing application for decision (Form 101) and statement of facts.

Bureau No. 5 memo January 5th to the Board recommending docketing of that portion of E.C. 22.1 pertaining to I.C. and Y. & E. V. R.R.

Secretary's memo January 10th, 1961 to Bureau No. 5, advising that upon authority of the Board case had been assigned Docket No. 126.

DOCKET NO. 138

MEMORANDUM TO: - Bureau No. 3 January 10th, 1921.

This is to advise that A.C. 32.1, dispute between the Association of Colored Railway Trainmen and the Illinois Central and Yazoo & Mississippi Valley Railroads, relative to application of Supplement12 to General Order 27, U.S.R.A. Employment and Seniority Rules, has been assigned Docket No. 138 by authority of the Board as set forth in minutes of January 8th.

37-017 C.P.Carrithers.

COPY

January 10, 1920.

Mr. J. H. Hiland, Grand President,
Association Colored Railway Trainmen,
New Hotel Vincennes, 36th and Vincennes Ave.,
Chicago, Illinois.

Dear Sir:

Replying to yours of the 6th:

Since receipt of which I have also had a personal interview with you. I am now in a position to inform you that the case of the Association of Colored Railway Trainmen against the Illinois Central Railroad Company and the Yazoo & Mississippi Valley Railroad Company has by order of the Board been docketed for hearing and referred to Bureau No. 3, which will set a date for the hearing, probably not earlier than some time in February, as the calendar of the Board is pretty well filled for this month.

You will be notified when the exact date is fixed.

Yours very truly,

Chairman

1-01

Misc. Case 32.1

L. Clyde Going

Attorney at Law

Memphis, Tenn.

December 20, 1920.

C. P. Carrithers, Secretary,
U.S. Railroad Labor Board,
Chicago, Ills.

Dear Sir:

I thank you very much for your letter of the 17th enclosing blank form Number RLB - 101, which has been signed by J. H. Eiland, as President of the Association of Colored Railway Trainmen, as the successor to the Colored Association of Railway Employes, a corporation organized and existing under the laws of this State.

I beg to refer in detail to the petition filed with your Honorable Body on July 14, 1920, and to ask that same be filed as an Exhibit to this petition and I also hand you note or exhibit "C", stating concretely the issue in controversy.

May I not hope for an early date for the hearing of this petition?

Yours very truly,

(Sgd) L. C. Going

LCG-VG

539-1
029

Misc. Case 32.2

10-1-20-10M. Form No. RLB-101

APPLICATION FOR DECISION.

(By chief executive of carrier, or chief executive of organization representing employees or subordinate officials, or duly authorized representative of 100 or more unorganized employees or subordinate officials. See Note A.)

To the United States Railroad Labor Board:

Your petitioner J. H. Miland address Memphis, Tenn. Executive representative. avers:

That he represents the following named carrier, or organization of employees or subordinate officials, or 100 or more unorganized employees or subordinate officials:

Association of Colored Railway Trainmen incorporated under the laws of the State of Tenn.

That a dispute, hereinafter set forth, is pending between the party above named and The Illinois Central Railroad Co., and the Yazoo and Mississippi Valley Railroad Company.

in which dispute those whom he represents are directly interested;

That the authorized representatives of the above named parties have conferred (or attempted to confer) and failed to reach an adjustment, and have exerted, and are now exerting, every reasonable effort, and have adopted, and are now adopting, every available means to avoid any interruption to the operation of any carrier growing out of the dispute in question; and are not promoting, aiding, or abetting any strike, walkout or lockout growing out of said dispute; and that there is no appropriate adjustment board to which this dispute may be submitted; (See Note B.)

That rules or an agreement governing wages and working conditions (~~exist~~) (are not) in effect between the said carrier and its employees interested in this dispute;

(If such rules or agreement are in effect, set out date thereof and name of parties signatory thereto.)

.....

.....

.....

That the facts of the dispute are as set forth in exhibit form and attached to this application. (See Note C.) In petition heretofore filed with this Honorable Board.

Petitioner asks that this application be docketed for decision, that the interested parties be duly notified, and that the Board decide this dispute as soon as practicable.

An opportunity for oral presentation (is) (~~is not~~) desired.

Signed this 20th day of December, 1920.

(Signature of Petitioner. See Note D.)

Association of Colored Railway Trainmen, as successor to Colored Association of Railway Employees, incorporated under laws of Tennessee.

(See other side for explanatory notes.)

By (Sgd) J. H. Miland, President.

839-2
029

Note A. When two or more carriers or two or more organizations desire to join in the submission of the same dispute to the Board, the chief executive of each such carrier or organization is required to certify thereto.

Note B. When a dispute is brought to the Board as a result of failure to secure conference, it must appear by the exhibits that reasonable efforts to secure conference have been made. The Board approves the existing practice requiring that in the first instance the representatives of the organizations seeking conference or conferring should be the duly authorized representatives selected by the employees in the service of the carrier directly interested in the dispute. Applications for conference should be made to the designated officer of the carrier or organization, unless such officer is unavailable, and, if so, such fact shall appear herein.

Note C. Describe briefly, but clearly, matter in dispute, specifically stating grievances, rules or articles of agreement, working conditions, or compensation of which petitioner complains. A joint statement, signed by all parties setting out facts which are agreed to should be submitted by petitioner.

Note D. If those whom the petitioner represents are unorganized. their signatures and occupations shall be attached in exhibit form.

Misc. Case 32.1

Association Of Colored Railway Trainmen

vs

Illinois Central Railroad Company
And Yazoo & Mississippi Valley Co.

Working Condition in Controversy.

In 1919, the Brotherhood of Railroad Trainmen entered into a contract of employment with the United State Railroad Administration and which contained the following rule:

> "When trainmen or yard forces are reduced, the men involved will be displaced in the order of their seniority regardless of color. When a vacancy occurs or any new runs are created, the senior man will be preferred in choice of runs or vacancies, either as flagman, brakeman or switchman, except that negroes are not to be used as conductors, brakemen or flagmen. Negroes are not to be used as flagmen, except that those now in that service may be retained therein with their seniority rights; no porter to have any trainmen's rights, except where he may have established same by three months continually in the freight service.
>
> 2. All rules, regulations or agreements in conflict with the foregoing are null and void,

Although neither party to said contract had any authority to represent any colored man in the employ of the railroads, yet the working conditions established by said rule is applied to these petitioners and they claim that said rule has been established without authority of law and the same should be abrogated as to them, but the defendant railroads contend that they cannot modify or abrogate the same.

539-3
029

Misc. Case 32.1

December 17, 1920.

Mr. L. C. Going,
Attorney at Law,
Exchange Building.
Memphis, Tenn.

Dear Sir:

I attach hereto blank copy of form RLB-101, Application for Decision.

The Board desires that same be completed as per the explanatory notes thereon to cover your petition No. 2 as referred to in my letter December 9th.

A statement of the facts in the case together with the position of the organization should be submitted with the application.

Yours truly,

17-07
B-3

Secretary.

Secretary is requested to sign and forward.

(Sgd) W. L. Park
Chairman Bureau 3.

539-4
029

Misc. Case 32.1

L. Clyde Goint

Attorney at Law

Memphis, Tenn.

December 14, 1920.

Judge R. M. Barton,
U.S. Railroad Labor Board,
Chicago, Ills.

My dear Judge:

Beg to acknowledge receipt of a letter of Dec. 9th from your very able, courteous and efficient Secretary in reference to the petition of the Colored Association of Railway Employes against the Illinois Central and the Yazoo & Mississippi Valley Railroads, which petition refers solely and exclusively to working conditions upon said Railroads.

These working conditions result from contracts made between the railroad companies and certain organizations composed exclusively of whitemen, who had no authority to act for my clients or any other colored employe, for the reason that colored men in the railroad service have never been able to join or become members of any railroad or Nationally recognized labor organization. The working condition to which they object was the one embraced in the railroads contract with the Brotherhood of railroad trainmen and other organizations of railroad employes in which the question of seniority rights were involved.

The petition in this case was filed on July 14, 1920, and is styled Colored Association of Railway Employes against the Illinois Central Railroad and the Yazoo & Mississippi Valley Railroad. The question involved in this controversy was submitted to Mr. C. H. Markham, who is president of both of these railroads and who respectfully advised J. H. Eiland, the president of this Association, that inasmuch as the railroad companies had inherited from the U.S. Railroad Administration the contract respecting seniority rights as made by the administration, he was not in a position to and saw no way of remedying it insofar as the railroads were concerned. His letter is filed with the petition.

539-5
029

In view of this fact, I saw no remedy except to appeal to this Board and if this is not one of the causes of action given to these employes, I am very much mistaken.

I wish you would read this petition and advise me personally your views upon the subject. Some lawyers have advised my clients that a writ of mandamus to compel a hearing would lie in the Federal Courts of Chicago against the Railroad Labor Board I have not considered this proposition at all, but I do hope that your Board will take up out of the confusion of the three petitions filed the one that I have mentioned and see if a hearing cannot be granted, and I shall thank you very much indeed for an immediate reply after a conference with your Associates on the Board.

Yours very truly,

(Sgd) L. C. Going.

LCG:VG

539-6
029

MISC. CASE 32.1

WESTERN UNION TELEGRAM.

Chicago, Ill. October 26,1920.

NIGHT LETTER

I. C. Going, Atty at Law,

Exchange Building,
Memphis, Tennessee.

Matter inquired about your telegram under consideration by Bureau Three this Board. Has not yet been reported for action. Am urging action and hope to give you definite information within a few days.

Charge at Govt rate to U.S.Railroad Labor Board.

R. M. Barton, Chairman.

Mail confirmation.

431-1
033.

Misc. Case No. 32.1

WESTERN UNION TELEGRAM.

1920 Oct 25 PM 7 04

MEMPHIS TENN

JUDGE R M PARTON 6821

CHARIMAN US RAILROAD LABOR BOARD CHICAGO ILLS

WONT YOU PLEASE ANSWER MY LETTER OF FEW DAY AGO DIRECTED TO YOU PERSONALLY WITH REFERENCE TO THE CAUSE COLORED ASSOCIATION RAILEAY EMPLOYES FILE ON JUNE FOURTEENTH AS TO DATE ON WHICH HEARING CAN BE HAD I WIRED YOUR SECRETARY AND HAVE FAILED TO RECEIVE REPLY FROM HIM WITH REFERENCE TO THIS MATTER ANSWER MY EXPENSE

L C POING

431-2
033

Misc. Case No. 32.1

WESTERN UNION TELEGRAM

1920 OCT 6 PM 3 57

MEMPHIS TENN 340

C P CARRITHERS 17169

SEC OF US LABOR BOARD CHICAGO ILL

ADVISE ME IF PETITION OF COLORED ASSOCIATION RAILWAY EMPLOYERS FILED LAST JUNE HAS BEEN SET FOR HEARING AND IF SO THE DATE IF NOT WHEN CAN I EXPECT A HEARING ANSWER MY EXPENSE

L C GOING.

431-3
433

Misc. Case No. 32.1

L. CLYDE GOING
Attorney at Law
1412-13 Exchange Building
Memphis, Tenn.

September 22,1920.

Judge R. M. Barton,
Chairman Railroad Labor Board,
Chicago, Ill.

Dear Judge:

In reference to the cause of the Colored Association of Railway Trainmen against the Illinois Central and Y. & M. V. Railroads asking for the abrogation of a certain seniority rule, beg to suggest that I addressed you a letter on Sept. 9th inquiring as to when this cause could be heard, and Mr. Carrithers replied that as soon as the Board convened, the matter would be called to their attention and I would be advised of the date.

The earnest insistence of my clients requires me to again beg that an early date be fixed for the hearing of their petition. They tell me that as a result of the operation of this seniority rule, more than one hundred men, members of their association, have been discharged within the last sixty days and that the future of the organization is imperiled on account of the fact that they cannot secure a hearing of their petition before you.

Won't you be so kind as to go over the matter with the Board and let me know as soon as possible when the matter can be heard?

Yours very truly,

(SIGNED) L. C. GOING.

431-4
033

Misc. Case No. 32.1

L. CLYDE GOING
Attorney at Law
1412-13 Exchange Building,
Memphis, Tenn.

September 16, 1920.

Mr. C. P. Carrithers,
Secretary Railroad Labor Board,
Chicago, Ill.

My dear Sir:

I note from your letter of the 10th that you would call to the attention of the Labor Board the petition of the Colored Association of Railway Employes filed with you on or about the 14th of June for seeking the abrogation of a certain seniority rule and I have been awaiting your advice as to the date fixed for the hearing.

I beg your patient indulgence to say that my clients are worrying me very greatly about when this petition will be heard and I shall be under countless obligations if you are in a position to advise me the exact date of the hearing.

I refrain from writing Judge Barton about the matter on account of our very close personal friendship and I trust that I may count on you to not allow the matter to be overlooked insofar as fixing the date is concerned.

Yours very truly,

L. C. GOING.

431-5
033

Misc. Case No. 32.1

September 23,1920.

Mr. I. C. Going,
1412 Exchange Building,
Memphis, Tenn.

Dear Sir:-

Replying to your letter of August 27th in which you stated:

> "The purpose of filing this petition was to have the Board declare whether or not employees of the classes mentioned included colored men not members of the various brotherhoods and if so, to have the order amended so as to declare that fact specifically."

Employees performing the duties specified in Article VII, Section 1, 2 and 3 of Decision No 2 should be paid the rates of pay as provided therein, regardless of affiliation or other conditions.

The rates of pay of train porters are not affected by Article vII of Decision No. 2.

Yours truly,

Secretary.

431-7
033

WESTERN UNION TELEGRAM Misc. Case No. 32.1

Chicago, September 10,1920

L. C. Going,

1412 Exchange Building,

Memphis, Tenn.

Your wire ninth. Your case will be placed before Board at next meeting for their information.

C. P. Carrithers,

Secretary.

(Charge at Government rates to the U. S. R. R. Labor Board.)

431-8
033

Misc. Case No. 32.1.

L. CLYDE GOING
Attorney at Law
1412-13 Exchange Building
Memphis, Tenn.

September 9,1920.

Judge R. M. Barton,
Chairman U. S. Labor Board,
Chicago, Ill.

My dear Judge:

On the 14th of June, I forwarded to the Secretary a petition of the Colored Association of Railway Employes against the I. C. and Y. & M. V. Railroad asking the abrogation of a certain seniority rule.

During our short conference in the latter part of July, you suggested that as soon as matters incidental to the wage decision was adjusted, you would try to fix a date and suggested that it might be in the early part of September. My clients claim to be suffering greatly from the enforcement of that rule and seem to feel that I am somewhat negligent in not being able to secure a hearing.

Won't you kindly look into the matter for me and if possible fix a date for hearing the petition?

Thanking you in advance for your courteous consideration, I am,

Yours very truly,

(SGD)L. C. GOING.

431-6
033

WESTERN UNION TELEGRAM. Misc.Case No.32.1

1920 Sep. 9 PM 12 17

MEMPHIS TENN

JUDGE R M PARTON T 4272

CHAIRMAN US RAILROAD LABOR BOARD CHICAGO ILL

KINDLY ADVISE WHETHER YOU HAVE BEEN ABLE TO FIX A DATE FOR HEARING PETITION OF COLORED ASSOCIATION RAILWAY EMPLOYES AGAINST ILLINOIS CENTRAL ET AL FILED IN JUNE AND WHEN I MAY EXPECT HEARING OF CASE.

L C GOING.

431-9
033

Misc. Case 32.1.

UNITED STATES RAILROAD LABOR BOARD.

Chicago, Illinois.

August 30,1920.

Memorandum to: Bureau No. 3.

Referring to attached letter dated August 27, signed L. C. Going, on behalf of the Association of Colored Railway Trainmen:

As I understand the situation this does not call for docketing. If it does, will you kindly return in order that I may have proper number of copies made.

C. P. Carrithers.

431-10
033.

L. CLYDE GOING,
Attorney at Law,
1412-13 Exchange Building,
Memphis, Tenn.

Misc Case No. 32.E

August 27,1920.

C. P. Carrithers, Secretary
U. S. Railroad Labor Board,
Chicago, Ill.

Dear Sir:

I have your letter of the 18th acknowledging receipt of petition on behalf of the Association of Colored Railway Trainmen. The purpose of filing this petition was to have the Board declare whether or not employes of the classes mentioned included colored men not members of the various brotherhoods and if so, to have the order amended so as to declare that fact specifically.

In talking with Judge Barton a few days ago, I called his attention to the fact that my clients were not members of any of the brotherhoods effected by decision No. 2 and could not become members of those organizations on account of their color.

If decision No. 2 applies to colored trainporters, then I understand of course that the petition should be withdrawn, as the transportation Act provided remedies for the protection of rights existing prior to its enactment and the creation of this Board.

Concerning the petition filed in June on behalf of the Colored Association of Railway Employes, beg to request that a time be fixed as soon as the business of the Board will permit for the hearing of same.

Yours very truly,

(SGD) L. C. GOING.

431-11
033

Misc. Case No. 32.1

August 18,1920.

Mr. I. C. Going,
Attorney at Law,
1412 Exchange Bldg.,
Memphis, Tenn.

Dear Sir:-

The petition on behalf of the members of the Association of Colored Railway Trainmen, enclosed with your letter of August 14th, has been received.

It is noted that this petition recites alleged failure of the Illinois Central, Yazoo & Mississippi Valley, The Southern, Louisville and Nashville, Nashville, Chattanooga & St.Louis, Gulf & Ship Island and Georgia Central Railways to apply the provisions of General Order No. 27 and Supplements 12 and 16 thereto to colored employees in train service on those railroads. It is understood that the Railroad Administration provided machinery for the adjustment of disputes arising out of the application of its wage orders and, therefore, any such disputes should be handled with the Railroad Administration in the manner which it provided.

Sections 301 and 307, Paragraph "E", of the Transportation Act and Order No. 1, of this Board, outlines the procedure to be followed in submitting disputes to this Board for decision. The Board understand that the established practice requires that a dispute first be taken up by representatives of the employees, who are also employees of the carrier involved, with the Management of that Carrier prior to the participation by the General Officers of the Organization. Examination of the files you have submitted does not show that this practice has been followed in this instance. Until evidence is submitted showing that an effort has been made by representatives of your organization, which representatives are employees of the particular carrier, to obtain a conference with that carrier and such conference has been denied, or disagreement resulted, this Board cannot receive the dispute for decision.

431-12
033

It should also be understood that Decision No 2 covers all employees of the classes mentioned therein upon the various railroads listed as parties to the dispute and, therefore, the Board considers disputes concerning increased wages for such employees as having been disposed of in that Decision.

Yours very truly,

Secretary.

431-13
033

Misc. Case No. 32.1.

August 16, 1920.

Mr. L. C. Going,
1412 Exchange Bldg.,
Memphis, Tenn.

Dear Sir:-

This to acknowledge receipt of yours bearing date of August 14, enclosing copy of petition on behalf of the Association of Colored Railway Trainmen.

Same will receive proper attention and you will be advised in due course of time.

Very truly yours,

Secretary.

431-14
033

Misc. Case No. 32.1

L. CLYDE GOING,
Attorney at Law,
1412-13 Exchange Building,
Memphis, Tenn.

August 14, 1920.

Judge R. M. Barton,
Chairman, U. S. Railroad Labor Board,
Chicago, Ill.

Dear Judge:

I am enclosing original and copy of the petition on behalf of the Association of Colored Railway Trainmen which I will ask you to please file with your Secretary, and if the cause is consolidated with the petition heretofore filed on behalf of this Association, I will ask you to please have the Secretary advise me the date for the hearing of the consolidated causes.

With kindest regards, I am

Yours very truly,

L. C. GOING.

431-15
033

Misc. Case No. 32.1

BEFORE THE UNITED STATES RAILROAD LABOR BOARD.

THE ASSOCIATION OF COLORED RAILWAY TRAINMEN,
SUCCEEDING AND HERETOFORE KNOWN AS THE COLORED
ASSOCIATION OF RAILWAY EMPLOYES, A CORPORATION
----------COMPLAINANT

V S.

THE ILLINOIS CENTRAL RAILROAD COMPANY,
THE YAZOO & MISSISSIPPI VALLEY RAILROAD COMPANY,
THE SOUTHERN RAILWAY COMPANY,
THE LOUISVILLE & NASHVILLE RAILWAY COMPANY,
THE NASHVILLE, CHATTANOOGA & ST.LOUIS RAILWAY COMPANY,
THE GULF & SHIP ISLAND RAILWAY COMPANY,
THE GEORGIA CENTRAL RAILWAY COMPANY ----------DEFENDANTS.

TO THE HONORABLE

R. M. BARTON, CHAIRMAN, AND OTHER MEMBERS OF
THE UNITED STATES RAILROAD LABOR BOARD:

Now comes the complainant herein, the Colored Association of Railway Trainmen, and respectfully represents that it is a corporation created, organized and existing under and by virtue of the laws of the State of Tennessee, and that it is the successor of the Colored Association of Railway Employes, a corporation theretofore organized and existing under and by virtue of the laws of said State, it having changed its name to the Association of Colored Railway Trainmen, by virtue of the laws of said state; that it represents more than thirty-five hundred colored men engaged in the transportation department of the passenger railway service in the United States; that the members of its organization are passenger brakemen and flagmen

and as such, occupy hazardous, dangerous and important positions in the railway service of the United States on line in the South and Southwest of same.

That on or about the 20th day of July,1920, the United States Railroad Labor Board issued its judgment and decree, ascertaining and fixing what was just and fair as the compensation for the service of all those engaged in all the departments of the transportation service of the United States, except that it did not include the petitioners, as hereinafter recited.

The petitioners herein, as their charter indicates, are colored men and they were not included in the judgment and decree of this Board for two reasons: First, they were not members of any of the organizations who were present and participated in the controversy which resulted in the judgment of this body; and second, they were not members and could not be members, by reason of their color, of any of the organizations who were protected and in whose favor the judgment and decree of this Honorable body was rendered.

Petitioners respectfully represent that the members for whom they bring this cause have been engaged for many years in the respective positions of flagmen, brakemen and what has heretofore many years ago been known as "train porters". Their duties are now and always have been to assist passengers on and off the trains, clean up the passenger coaches, open and close switches for the purpose of switching passenger trains

and cars, look out at the rear end of passenger trains for the approach of trains going in the opposite direction, see to the comfort and safety of passengers upon trains, and perform such other and further duties as were required by the conductors in charge of passenger trains. In the performance of said work, it became material for them to know and understand the schedules of all trains upon the various railroads on which they were employed; the manner and time in which they were run; the importance of signals and all other things essential to the safety of passengers and the trains upon which they run; that they have paid special attention to those things, and by reason of their service have acquainted themselves particularly with the duties in which they were engaged, having spent a large portion of their lives in relation to and in connection therewith.

That on the _____day of _____1918, the United States Railroad Administration increased the salaries of railroad employes, as appears by general order No. 27, in which, among other things, it was recited that colored men occupying similar positions with equal responsiblility and duties, should receive the same wages as white men; that the word "train porters", by which a vast majority of these complainants are known were not included in said schedule of wages fixed by said United States Railroad Administration; and thereupon, your petitioners presented to said United States Railroad Administration their petition requesting an increase

in wages; that said United States Railroad Commission, on the 12th day of December, 1918, after a full and free hearing of the complaint of this petitioner, acting for and on behalf of its members, ascertained declared that passenger train porters who performed the service of flagmen and brakemen, as designated by its former order, were declared to be within the class of passenger flagmen and brakemen. This order is knownas supplement No. 12 to general order 27.

Soon thereafter, some of the railroads, to-wit: The St. Louis and San Francisco, The Missouri Pacific, The Chicago Rock Island & Pacific, and many others immediately increased the salaries of train porters, in accordance with supplement No. 12 to general order 27, but all the defendents named in the caption of this complaint neglected and refused and still neglect and refuse to increase the pay of said train porters, in accordance with the intention and desire of the United States Railroad Commission in respect thereto. As a matter of fact, all of the railroads should be compelled, by an order of this Honorable Body, to pay the increased wages resulting from general order 27., supplement No. 12 thereto and supplement No. 16 which increased the wages of all railroad employes, but did not mention particularly the old term of "train porters", to which petitioners belonged prior to the acquisition of the railroads by the United States Government.

Petitioners state that the railroads, defendants in this case, are only paying their employes $85.00, whereas they

should be paying them $1[illegible].00 per month, according to the schedule of wages fixed by the United States Railroad Labor Board, and which has not been done by reason of the fact that the railroads contend that the position of train porter is different from that of brakeman or flagman on the front end of the passenger train. These petitioners say that in the north, on many trains, the rear end brakeman or porter is a white man and in that instance, he has been protected and cared for in the matter of increased wages, while in the south, the head end porter, being a negro, has not been cared for and the rail roads have denied that supplement No. 12 to general order 27 was applicable to him.

Petitioners further state that while the majority of their members are receiving only $85.00 per month, there are some who are receiving less, and that the sum of $85.00 per month, under the present high cost of living, is inadequate to support them and their families and to give them such remuneration as they are entitled, under the decision of this Honorable Body in the case of International Association of Machinists et al. vs. Atchinson, Topeka & Santa Fe Railroad Company, rendered by it on the 20th day of July, 1920.

Petitioners herein humby represent again that they are colored men; that they, by reason of their color, cannot be come members of any of the organizations complainant vs. A.T. & S. F. R. R. Co. et al. in the cause decided on said 20th. day of July 1920; that they have attempted and used all the

means within their power to induce the railroads, against which they complain, to give them the reasonable relief to which they believe they are entitled, but not-with-standing their repeated efforts and their inability to gain recognition, by reason of their color, so as to present their cause to the adjustment board provided by the Transportation Act of Congress, they therefore ask that this Board hear this, their cause of action.

The Premises considered, your petitioner prays:

1st. That this petition be consolidated with the former petition of this complainant seeking to abrogate, annul and set aside the seniority rule established by the United States Railroad Administration, which petition has heretofore been filed in the office of the Secretary of this Honorable Board.

2nd. That a date be fixed for the hearing of said consolidated cause.

3rd. That the railroads defendant in said proceeding be notified of the pendency of same and to be given an opportunity to be heard.

4th. That upon a final hearing of this cause, that a scale of wages be fixed for the members of this Association commensurate with the duties imposed upon them; the services they perform, and the hazardness of their said employment, and for such other and further relief after the full and free hearing as this Honorable Board in equity and good conscience may declare.

431-21
033.

(SGD) I. C. GOING
Attorney for Petitioner.

Misc. Case No. 32.1.

July 16,1920.

Mr. L. Clyde Going,
Attorney at Law,
Memphis, Tennessee.

Dear Sir:-

Your letter of July 14th received, and will be laid before the Board to find when we can give you a hearing, which will probably be a few weeks hence.

Yours very truly,

Chairman.

431-22
033.

L. CLYDE GOING
Attorney at Law,
1412-13 Exchange Bldg.,
Memphis, Tenn.

Misc. Case No. 32.1

July 14,1920.

Judge R. M. Barton,
Chairman U. S. R. R. Labor Board,
Chicago, Ill.

Dear Judge:

Sometime ago I filed a petition before your Board on behalf of the Association of Colored Railway Trainmen againt the Illinois Central and other railroads. Your secretary advised me that as soon as the wage question was determined, your Board would be able to give me a hearing.

Won't you please advise me about when I can expect a hearing in this case?

With kindest regards and best wishes, I am

Yours very truly,

(SGD) L. C. GOING.

431-23
033.

Misc. Case No. 32.1

June 14,1920.

Mr. I. C. Going,
Attorney at Law,
1412 Exchange Bldg.,
Memphis, Tenn.

The Railroad Labor Board has determined to make a decision as to wages on the pending submissions effective May 1, 1920 at the earliest time practicable. It has reserved for further consideration the matter of rules and working conditions. The subject matter of your client's petition is a rule with reference to employment and seniority rights of negroes. When the Board has made its decision as to wages, it will consider the matter of rules and working conditions and will act upon your request for a hearing at that time.

Respectfully,

Secretary.

431-24
033.

Misc. Case No. 32.1.

June 10,1920.

Mr. L. C. Going,
Attorney at Law,
1412 Exchange Building,
Memphis, Tenn.

Dear Mr. Going:-

I acknowledge receipt of your letter of the 6th inst, enclosing formal complaint of the Colored Association of Railway Employes against the Illinois Central and Yazoo & Mississippi Valley Railroad Companies.

The matter has been filed with the Secretary of the Board to be brought before the Judiciary Committee for action, and you will be notified in due course in regard to the action taken.

Yours very truly.

Chairman.

431-25
033

Misc. Case No. 32.1.

June 6, 1920.

R. M. Barton, Chairman,
United States Labor Board,
Chicago, Illinois.

Dear Sir:

I am handing you herewith to be filed with your secretary formal complaint of the Colored Association of Railway Employes against the Illinois Central Railroad and the Yazoo & Mississippi Valley Railroad Company. Kindly file same and have the secretary advise me the date upon which hearing may be had.

I presume you are aware that Col.Crabtree of Chattanooga has formerly announced his candidacy for the Democratic nomination for Governor. With this exception, little additional interest has been aroused in politics in this vicinity.

With kindest regards, I am

Yours very truly,

(SGD) L. C. GOING.

431-26
033

Misc. Case No. 32.1

IN AND BEFORE THE UNITED STATE RAILROAD LABOR BOARD

HEADQUARTERS CHICAGO, ILLINOIS.

THE COLORED ASSOCIATION OF RAILWAY EMPLOYES,
A corporation

PETITIONER

vs.

THE ILLINOIS CENTRAL RAILROAD COMPANY
A Corporation, and the

YAZOO & MISSISSIPPI VALLEY RAILROAD COMPANY,
a corporation

DEFENDANTS.

TO THE HONORABLE R. M. BARTON, CHAIRMAN, AND OTHER MEMBERS OF THE UNITED STATED RAILROAD LABOR BOARD:

Comes the petitioner herein and respectfully represents that it is a corporation chartered, organized and existing under and by virtue of the laws of the State of Tennessee and that its principle situs is in the City of Memphis in said state; that its members are composed of approximately thirty-five hundred colored men engaged in the transportation department of the great railway systems in the South and Southwest.

-2-

That the defendant, the Illinois Central Railroad Company is a railroad corporation owning and operating a line of railroads through the States of Illinois, Kentucky, Tennessee, Miss-

431-27
533

issippi and Louisiana wuth its principle offices located in the City of Chicago in the State of Illinois; that the Yazoo and Mississippi Valley Railroad Company is a railroad corporation owning and operating a line of railroads running from the City of Memphis in the State of Tennessee South through the States of Tennessee, Mississippi and Louisiana terminating in the City of New Orleans in said last named state with its principle offices in the City of Chicago in the State of Illinois, and petitioner charges upon information and belief that the President of the Illinois Central Railroad is also the president of its co-defendant, Yazoo & Mississippi Valley Railroad.

-3-

For its cause of complaint against the defendants named in the caption of this petition, the Colored Association of Railway Employes bring this proceeding for and on behalf of all their members numbering more than five hundred, all of whom are now engaged in the transportation department of the defendants railroad service and respectfully represent to this Honorable Board:

-4-

That during the year 1919, the exact date of which is to the petitioner unknown, but is well known to each of the defendants, and while said railroads were being operated by and under the United States Railroad Administration, a contract of employment was entered into with the Brotherhood of railroad

trainmen in and by which a certain rule or regulation was adopted and placed in force which contained among other things a provision substantially as follows, to-wit:

> "When trainmen or yard forces are reduced, the men involved will be displaced in the order of their seniority regardless of color. When a vacancy occurs or any new runs are created, the senior man will be preferred in choice of runs or vacancies, either as flagman, brakemen or switchmen, except that negroes are not to be used as conductors, brakemen or flagmen. Negroes are not to be used as flagmen, except that those now in that service may be retained therein with their seniority rights; no porter to have any trainmen's rights except where he may have established same by three months continually in the freigh service".
>
> 2. All rules, regulations or agreements in conflict with the foregoing are null and void."

Neither the original or copy of said agreement is in possession of these petitioners, but the same is within the knowledge of the defendants. However, proof of its existence will be made upon the hearing of this petition.

-5-

Petitioner further states that said rule so adopted was made applicable at that time to the defendants in this petition and also four other railroads, to-wit: Louisville & Nashville; Central of Georgia, Nashville, Chattanooga & St. Louis; The Southern and the Atlantic Coast Line Railroads and the petitioner herein knew nothing of the establishment of said rule or regulation until after it was made and was in force.

-6-

While said rule is apparently fair on its face, its en-

forcement unjustly and unfairly discriminates against the members of this association on account of their race or color in this: That it enables the white man to and he does and has by reason of the seniority in service to demand and secure the position occupied by the colored man and while under the rule the colored employe who holds seniority rights under the white man is entitled to claim the position occupied by the white man, but the colored employe knows full well that he would not dare invoke the rule in his own behalf against the white man and therefore the rule has enabled the white man to secure the position occupied by the colored man because of his seniority rights, while the colored man on account of his social and financial inferiority cannot afford to invoke the application of the rule in his behalf.

We have concrete illustrations of the injustice resuling from the application of this rule found in copies of two communications, one dated April 3,1920 from Louisville, Kentucky, addressed to T. E. Hill, Supt. Kentucky division of the Illinois Central Railroad, and the other dated May 4,1920, addressed to the president and general managers of the defendant, Illinois Central Railroad, both signed by Thos. Redd, brakeman, 826 S. 12th St., Louisville, Ky., and the same are filed as exhibits hereto, made a part hereof and proof of the facts therein contained will be made upon the hearing of this petition.

On the 24th day of February 1920 the petitioner through its president, J. H. Eiland, addressed a communication to C. H. Markham, president of the Illinois Central Railroad Company

calling his attention to the rule or regulation adopted by the railroad administration on the roads hereinbefore mentioned reciting the injustice in the application of said rule and asking for a conference upon the subject, a copy of which letter is filed herewith marked Exhibit B and made a part of this petition.

On the 19th of March 1920, C. H. Markham addressed a letter to the president of petitioner which was a reply to said letter of February 24th which said letter stated among other things that "the rules and regulations to which you refer were made by the United States Railroad Administration while the railroad was in possession and under control of the government; the Illinois Central Railroad Company had nothing to do with their making and merely inherited them from the Government when federal control ceased and the roads returned to its owners on March 1st", and stated that he saw no way to remedy the evil suggested, a copy of said letter is filed herewith and marked Exhibit C. To said letter this petitioner addressed a reply to C.H.Markham, president, a copy of which is filed herewith, marked Exhibit D.

-7-

(Erased on original)

-8-

Petitioner further states that if the rule about which complaint is herein made is not abrogated or modified, the colored employes in the transportation department of all the railroads effected by it will soon be displaced and the effect of the application of said rule will be to discharge in the transportation of the railroad service all colored men from positions here-

tofore occupied by them.

Petitioner further respectfully represents that it as a body corporate and its members individually and collectively do not desire social equality with the white man. They ask for no rule or regulation which would enable them or any of them to take from the white man the position which he occupies in the transportation service, but they do earnestly but respectfully insist that where they have held for many years certain positions in the transportation department of the railroad service and to which they have devoted years of study and work, they should be made secure in these positions so long as they can and do render faithful and efficient service and if certain rights by reason of seniority in service are to be applied, such rules or regulations with respect to positions held by colored men should only be to effect colored men and that seniority rights with respect to positions formerly occupied by white men should be exercised only by white men. They further state their positions in these regards are just, equitable and fair.

Wherefore they pray, first that a date be fixed by this honorable Board for a hearing of this petition.

Second, that due and proper notice of the time and place be given to C. H. Markham, President of the Illinois Central Railroad Company and also C. H. Markham, President of the Yazoo & Mississippi Valley Railroad Company and that upon a final hearing of this petition the rule about which complaint is herein made by abrogated, annulled or modified so as to pre-

venue a continuation of the injustice which it obtains, and for such other and further relief as justice and right may warrant in the premises.

(SGD) L. C. GOING

Attorney for Petitioner.

J. H. Eiland being duly sworn, states that he is the President of the Colored Association of Railway Employes, the Petitioner in the above entitled cause; that he is acquainted with the statements contained in the foregoing petition and that the same are true to the best of his knowledge and belief.

(SGD) J. H. EILAND

Sworn to and subscribed before me this 2nd day of June, 1920.

(SGD) VERNA K. MURPHY.
Notary Public.

431-33
033

Misc. Case 32.1.

UNITED STATES RAILROAD LABOR BOARD,

Washington, D. C.

May 6th, 1920.

Hon. L. Clyde Going,
Attorney at Law,
1412-13 Exchange Building,
Memphis, Tenn.

My dear Going:

Yours of May 1st, with enclosure of the petition of the Colored Assocation of Railway Employes, received and placed on file.

For the information of yourself and clients, I am herewith enclosing copy of Order No 1 and Decision No. 1, adopted by the United States Railroad Labor Board to govern method of procedure. The Board is having prepared blank applications, one of which (when adopted and printed) I will have forwarded to you. In the meantime, I would call your especial attention to the fact that the law and Order No. 1 require that before disputes can be brought before this Board so as to obtain a hearing the applicants must show that they have complied with the Law, and that they have sought a conference and tried to have the matter settled by the railroads affected, and either that the conference was unable to agree on a decision or that conference had been refused. The application for a conference should be in writing and filed as an Exhibit with the application, together with the reply to the application.

I assume that the Organization you represent are not on strike but are in the actual employment of the railroad companies and are doing nothing to interfere with the operation of the carrier. Unless that is true, your clients cannot be heard.

I am sure, however, that a careful study of Order No. 1 and Decision No. 1, herewith enclosed, will give you full information as to how to proceed.

With kindest regards to you and your associates, and my other friends in Memphis, I am

Yours truly,

Enclosures.

Chairman.

431-44
033

Misc. Case No. 32.1.

L. CLYDE GOING,
Attorney at Law,
1412-13 Exchange Bldg.,
Memphis, Tenn.

May 1, 1920.

Judge R. M. Barton,
Chairman Board of Railway Labor,
Washington, D. C.

My dear Judge:

I beg to call your attention to the enclosed protest of the Colored Association of Railway Employes against the operation of certain railroads concerning the seniority rights of railroad employes adopted and enforced on the following lines of railroads, to-wit:

Illinois Central; Yazoo and Mississippi Valley; Louisville & Nashville; Southern; Central of Georgia and Atlantic Coast Line.

On February 9,1920, this protest was filed with the Board of Railway Wages & Working Conditions, but on account of the fact that the railroads were returning to private ownership soon thereafter, the Association was directed to take up the matter with the Labor Board as soon as same was appointed.

I beg to advise that this Association is composed of more than thirty-five hundred colored men employed in the transportation of the railway system in the South and they desire to have a date fixed when their petition may be heard.

Won't you kindly call the attention of your associates to the filing of this petition, agree upon a date when the same can be heard and notify me of the time and place.

With congratulations to the Government for securing your services and to you for the Honor which your appointment brings, and wishing you much success, I am,

Yours very truly,

(SGD) L. C. Going.

431-45
033

Misc. Case No. 32.1

Louisville, Ky,
April 3rd,1920.

Mr. T. E. Hill, Supt. Ky. Div. I. C. R.R.

Dear Sir:

I want to call your attention to some more sharp practice in the application of the Jim Crow Seniority Rule as between white and colored trainmen. On Sunday March 21,1920, Mr. C.K.Scott rolled Clarence English off the front end of the Cecilia coal run, leaving Mr. Wm. Deane to flag on # 193 and 194 with Sunday lay over at Cecilia. Mr. Deane is a junior man to either Mr. Scott or Clarence English. Mr. L. G. Hart has rolled A. S. Martin off position as swing man on #191 and 192 between Oak Street and Cecilia, leaving several men to flag on regular cars who are junior to either Mr. Hart or A. S. Martin.

On the Paducah District, Mr. T. N. Hicks rolled L. D. Ratterree off front end of work train, leaving Mr. R.C.Mercer to flag on the same crew who is a junior man to either Mr.Hicks or Ratterree.

Mr. W. H. Daniels rolled W. F. Clemmons off front end of manifest freight run between Paducah and Central City, leaving to flag on this same crew Mr. T. P. Ward who is junior to Mr. Daniels.

Mr. S. J. Craig rolled Ben Paxton off front end of chain gang crew, leaving to flag on the same crew Mr. E. J.Young who is junior to Mr. Craig.

Mr. R. A. Cooley rolled Joe Tucker off front end of manifest freight between Paducah and Central City leaving to flag on the same crew Mr. H. H. Young who is Junior to either Mr. Cooley or Joe Tucker.

I was talking to Mr. L. A. Downs over long distance phone just before he left us and he informed me that under the Atlanta agreement senior white trainmen were not permitted to roll a junior colored trainman off the front end of a train, so long as there was a position of flagman open on the rear end of a train, any where on the district; in other words, he said white trainmen must first exercise their seniority rights on the rear end of a train; he further said that he nor any of the management would stand for any sharp practice in applying the rule. The manner in which this rule is now being applied is really shameful, and as Chairman of both the Local and General Grievance Committees

431-34

I am going to ask you to please see that at least some slight degree of common decency is displayed in this one-sided or Jim Crow Seniority.

Thanking you in advance for all the consideration to which you may be able to give this matter and awaiting your reply.

Your Obedient Servant

(SIGNED) THOMAS REDD.

431-85
033

Misc. Case 32.1

Paducah, Ky.
May 4,1920.

Mr. J. R. Thomas, Train Master, Paducah, District.
Mr. T. E. Hill, Supt. Kentucky Division,
Mr. J. M. Egan, General Supt. Southern Lines,
Mr. A. E. Cliff, General Manager.
Mr. I. W. Baldwin, Vice President.
Mr. C. H. Markham, President.
Illinois Central Railroad Company.

Gentlemen:-

I have been selected chairman of the General Grievance Committee for the colored train and yardmen employed by your company and as such I want to call your attention to a matter which I think should merit both your attention and consideration.

On April 13, 1920, freight brakeman, Willie Clements was called in Paducah, Ky., to dead-head to Central City, coal run South; after reaching Central City he was properly called for the coal run at 1:30 A. M. He went to the round house for the engine and found Mr. I. V. Broughton (white) there for the purpose of putting engine on the train. Mr. Broughton informed Clements that he, Broughton, was the front brakeman on the crew. After being thus informed, Clements went to the caboose and notified the conductor that he had been called for the crew and had gone to the front end which he thought was the proper place for him; the conductor replied "It is a flagman that I need". Clements then got the caboose ready, having been examined upon the flaging rules and understood them as well as the average brakeman white or colored; so when Mr. Broughton reached the train with the engine he positively refused to go out on the run with Clements as flagman; he also refused to act as flagman himself and allow Clements to work on the front end of the train. Mr. W. R. Creel (white) swing man on the crew refused to act as flagman and allow Clements to work in the swing. He also refused to go out on the run with Clements flagging on the caboose. Therefore Clements was forced off the crew after having been sent there by the company to fill a vacant place on the coal run.

After this train had been delayed about one hour and thirty minutes Mr. Creel agreed to act as flagman, provided that Clements be left off the screw entirely and that the crew work short handed with himself and Broughton only. Thereupon Conductor Staples relieved brakeman Clements and told him to turn in twenty-five miles for being called and relieved.

Misc. Case No. 32.1.

Central City was going to dead head Clements back to Paducah on # 135 next morning but the Dispatcher changed this plan by getting a white brakeman who was working on the front end of a Princeton turn around to go on the coal run and let Clements take the Princeton turn around.

All of this is the result of the unfair application of the one sided or Jim Crow Seniority Rule recently agreed to in the Atlanta Conference. The present of the Illinois Central Railroad Company says colored trainmen need not have any fear of being mistreated so long as they render faithful and efficient service but the above mentioned cases and numerous others show very much to the contrary and I am going to ask you to investigate this matter and see that there is no repetition.

Thanking you in advance for all the consideration to which you may give this matter and awaiting your reply,
I have the honor to remain,

Your obedient servant.

SGD) THOMAS REDD,
Brakeman.
826 S. 12th Street.

431-37
033

Misc. Case 32.1.

Memphis, Tenn.
February 24,1920.

Mr. C. H. Markham,
President Illinois Central Railroad,
Chicago, Illinois.

Kind Sir:-

The writer, J. H. Eiland, President of the Colored Association of Railway Employees, an organization incorporated under the laws of the state of Tennessee, and operating in practically every state in the South where the negro is used in the Transportation Department (brakemen, switchmen and passenger train porters), with a membership of practically 3500 men, and being an employe of the I. C. Railroad with sixteen (16) years service record, knowing you to be well posted and familiar with conditions through the Southland where the negro is used in said departments, wish to bring to your notice the following:

Before Government control of railroads there were certain positions in train and yard service conceded as positions for men of my race and, when ever it became necessary to reduce the force or crews, or any other change, the white men were allowed to exercise their seniority rights among members of their race only, and the same applied to members of my race.

When the Government took over the roads they immediately equalized the pay as between white and black employees in this department. Recently, the Brotherhoods have secured through the United States Railway Administration the following:

When train or yeard forces are reduced, the men involved will be displaced in order of their seniority, regardless of color. When a vacancy occurs or new runs created, the senior man will be preferred in choice of runs or vacancies, either as flagmen, brakemen or switchmen, except that negroes are not to be used as conductors, flagmen or baggagemen.

Second:
All rules, regulations or agreements in conflict with foregoing are null and void.

The application of this new ruling has, of course, destroyed the separate seniority as between whites and blacks, also caused hundreds of our men to be removed from those positions heretofore,known as negro jobs and their places filled by white men.

431-38
033

The negro in this department has never seeked promotion-furthermore, we have no special objections to the rule barring us from filling the position of flagman, while, we think it a poor rule that won't work two ways, and do object to any rule, which has for its purpose, the complete elimination of our people from the Transportation Department of the railroads.

Some years ago when the wheels of commerce were at a stand still the railroad company called and the negro in his weak voice, responded, by coming upon the scene and unlocking the wheels of commerce. In consideration of these facts, we feel that we are entitled to some consideration and should be allowed to still retain these positions formerally held by us, and that our right to earn an honest living-our constitutional rights - should be considered, regardless of Brotherhood or Brotherhood contracts, especially, when the color of a man's skin determines his rights in said Brotherhood.

Under this new ruling, all the senior white men in the service are giving up their jobs on the rear end of trains and rolling the junior negro off the head-end for no other purpose than to make an opening for the junior white man, knowing, regardless of the negro's service record, he is barred from the rear end. Hence, at many points there are colored men who have been in the service of the railroads for years and who are forced to stand idily by without employment while young white men, with only a few month's service record are given regular jobs.

We do not seek either an equality of consideration of pay with the white man but since we do not belong to his organization and cannot become members of it we feel that our men, considering their long efficient service are entitled to some consideration, as above stated. In view of the circumstances, we feel that we ought to know something of what the future has in store or what we, might with propriety, expect.

We desire representatives of this organization to confer with you and a representatives of each road, using our people in said department, upon the question of our employment and questions incidental thereto. as you are cognate with the officials of other roads, may we not ask, can or will, you arrange date for such conference at such time and place as you may desire?

Mr. Markham, I realize that at this particular time your business is very heavy and that every minute of your valuable time is required to meet the demand. I do not wish to just push my correspondence upon you, but there were some things I felt that you did not know.

Knowing you to be the man you are, far sighted, broad hearted and fair, dealing with a business hand, especially, when the interests of the company is involved, that is why I appeal to you. And may I ask that you please consider this appeal?

Thanking you in advance for any favor you may show in regards to this matter,

I am

(SGD) J. H. FILAND.

431-40
038

Misc. Case No. 32.1.

Chicago, Ill.,
March 19, 1920.

J. H. Eiland,
27 West Jackson Mound Ave.,
Memphis, Tenn.

Upon my return to the office after an absence of several weeks on a trip of inspection, I find your letter of February 24th, in regard to the conditions employment of colored men in the Transportation Department.

The rules and regulations to which you refer were made by the United States Railroad Administration while the railroad was in possession, and under control of the United States Government; The Illinois Central Railroad Company had nothing to do with their making and merely inherited them from the Government when Federal control ceased, and the road returned to its owner on March 1st.

In the circumstances, I am unable to see that there is any practical way in which I can change the present status.

A spirit of fairness has always animated the Illinois Central Railroad Company in its relations with the employes, irrespective of color or race, and the colored employes need have no fear of lack of consideration at our hands.

Yours truly,

C. H. Markham,

President. Illinois Central R.R.

431-41
033

Misc. Case No. 32.1

Memphis, Tenn.

March 26, 1920.

Mr. C. H. Markham
President I. C. & M. V. R. R.
Chicago, Ill.

Kind Sir:-

Beg to acknowledge the receipt of your letter dated the 19th inst. In reply will say, we are aware of the fact as stated in your letter, that the rules and regulations referred to in my former letter were made by the United States Railway Administration while the railroads were in possession and under control of the United States Government and that the Illinois Central Railroad Co., had nothing to do with their making but merely inherited them from the Government.

In December 1919, this matter was taken up and discussed between representatives of this organization and the officials, at various points, upon the six roads involved and it was the unanimous opinion of some of the officials in question that this ruling was unfair to the black men upon the railroads and the continued application of same would finally mean their complete elimination. (while some local officials, being from the ranks of the brotherhoods themselves, viewed the situation altogether different). Also stated under existing conditions, they were unable to remedy the case, but advised us to take it before the United States Railway Administration and there make every effort to have same abrogated.

On January 6, representatives of this organization, through Mr. W. D. Hines Director General of Railroads, was referred to and had conference with Mr. C. F. Lake, Assistant to Director, special duties, whose contentions was, if the railroads applied the agreement fairly, and in accordance with its plain meaning and intention, it would not prove an eliminating force, for the black man and that the validity of this agreement ceased at the expiration of government control.

On January 16, the same above representatives above mentioned was granted a conference in Atlanta, Ga. by and with Mr. P. L. Winchell, then Director General of all the six roads involved in this agreement, whose opinion regarding said agreement was far different to that of Mr. Lake's, he stated that it was far contrary to all rules of right and the full intention of same was not other purpose in the world than to eliminate our people from certain positions heretofore considered negro jobs. He, too, stated this agreement would become invalid after March the 1st., 1920, and the roads involved would have the power to restore our former working conditions. With this in mind, we made our selves contented with waiting for a change that, as yet, has failed to come.

431-42

In the meantime, matters have gone from bad to worse, Iam herewith inclosing copies of the original agreement which could hardly be excelled in drastic unfairness towards my people upon the railroads. But since the issuing of this, there have been other understandings and agreements entered into between some of the railroad officials and representatives of Brotherhoods, which makes the sharp practice of this ruling even more drastic, and our two great roads, the I. C. and the Y. & M.V. are not excepted.

Here is a fair example:

We were told in Washington, D.C. by Mr. Lake also by Mr. Winchell that the word "flagman" in this agreement did not apply to yard work, and that every man assigned to a yard crew was simply a switchman except the foreman, who was in charge of crews. Some of our road officials said the same. But notwithstanding that fact, I am enclosing herewith also, copy of agreement of Jackson, Miss., which is identically the same at other points, just to show that something is wrong somewhere.

As a rule, the peculiarities under which the negro of the South has accustomed himself to, have, and still enables him to labor hard in the fact of oppression, unfairness and hardships, without complaining and, is one of the most docile factors in the fields of industry to deal with; and the voices of thousand of black men protesting against this unfair ruling is only a warning that they are, beyond a shadow of doubt, facing conditions which are unjust and Unamerican.

We helped to lay bare the forests upon which some of our great railroads are now constructed. While we have been and are still used in many departments, there are some positions we have failed to put forth any effort to invade - do not care to invade them-but do care and would like to have those positions formerally held by us.

Since, as stated in your letter, the railroad companies have not the power to adjust this matter, and seeing the unfairness of its application as outlined, we take it for granted the black man will or should not harm the good relations between himself and the railroad companies should he appeal to the government, the indorsers of this agreement.

I am,
Very respectfully,

(SGD) J. H. Eiland.

G. Pres. C. A. of R. R.

~~431~~-43
C33

Misc. Case No. 32.1.

RAILWAY EMPLOYES
Grand Lodge Headquarters
27 W. Jackson Road

Memphis, Tenn.

February 9, 1920.

To the United States Railroad Labor Board,
Washington, D. C.

Gentlemen:

The Colored Association of Railway Employes representing more than thirty-five hundred colored men engaged in the transportation department of the railroad service, respectfully enter this their protest against the enforcement of the following rule and regulation governing the employment of colored men in the transportation department of the railway service, to-wit:

> "When train or yard forces are reduce, the men involved will be displaced in the order of their seniority regardless of color. When a vacancy occurs or new runs created, the senior men will be preferred in choice of runs or vacancies either as flagmen, brakemen or switchmen. except that negroes are not to be used as conductors, flagmen or brakemen. Negroes are not to be used as flagmen except that those now in that service may be retained therein with their seniority rights; no porter to have any trainmen's rights except where he may have established same by three months continuously in the freight service.
>
> Second, All rules, regulations or agreements in conflict with the foregoing are null and void."

For the reason, first, said proposed rules are in direct conflict with Supplement No.12 to General Order 27, Second, any rule which attempts to give to colored men seniority rights or the right to roll white men on account of having given white men the same privileges, while apparently fair on its face, it will be of irreparable injury to the colored man because conditions where colored men are employed will not admit of the enforcement of any such rule and it will enable the white man to take advantage of the colored man under the guise of the law.

431-46
033

No colored man in the employ of the railroad company in any department and particularly the operating department would ever dare to demand on account of seniority rights a place then filled and occupied by a white man. Both his life, liberity and property would be seriously endangered, in fact the law would simply invite him to commit suicide by doing what it apparently authorized. This rule or regulation is being enforced on the following railroads: Illinois Central, Yazoo & Mississippi Valley; Louisville & Nashville; Southern; Atlantic Coast Line and Central of Georgia, and the colored employes have already felt the inequality and injustice of it.

The employment of colored men in transportation departments should be so arranged that the rights given by reason of seniority should be divided so that as to the white employes ~~of seniority should be divided so that as to the white employes~~ only white men should have seniority rights and as to the colored employes, only colored men should have seniority rights.

Upon this very grave and serious matter, the colored employes in the transportation department through this organization desire to be heard.

May we not hope for a hearing at an early date?

Respectfully,

(SGD) J. H. Eiland.

President.

431-47
033

Misc. Case 32.1.

UNITED STATES RAILROAD LABOR BOARD,

Washington, D. C.

May 6th, 1920.

Hon. L. Clyde Going,
Attorney at Law,
1412-13 Exchange Building,
Memphis, Tenn.

My dear Going:

Yours of May 1st, with enclosure of the petition of the Colored Assocation of Railway Employes, received and placed on file.

For the information of yourself and clients, I am herewith enclosing copy of Order No 1 and Decision No. 1, adopted by the United States Railroad Labor Board to govern method of procedure. The Board is having prepared blank applications, one of which (when adopted and printed) I will have forwarded to you. In the meantime, I would call your especial attention to the fact that the law and Order No. 1 require that before disputes can be brought before this Board so as to obtain a hearing the applicants must show that they have complied with the Law, and that they have sought a conference and tried to have the matter settled by the railroads affected, and either that the conference was unable to agree on a decision or that conference had been refused. The application for a conference should be in writing and filed as an Exhibit with the application, together with the reply to the application.

I assume that the Organization you represent are not on strike but are in the actual employment of the railroad companies and are doing nothing to interfere with the operation of the carrier. Unless that is true, your clients cannot be heard.

I am sure, however, that a careful study of Order No. 1 and Decision No. 1, herewith enclosed, will give you full information as to how to proceed.

With kindest regards to you and your associates, and my other friends in Memphis, I am

Yours truly,

Enclosures.

Chairman.

431-44
033

Misc. Case No. 32.1.

L. CLYDE GOING,
Attorney at Law,
1412-13 Exchange Bldg.,
Memphis, Tenn.

May 1, 1920.

Judge R. M. Barton,
Chairman Board of Railway Labor,
Washington, D. C.

My dear Judge:

I beg to call your attention to the enclosed protest of the Colored Association of Railway Employes against the operation of certain railroads concerning the seniority rights of railroad employes adopted and enforced on the following lines of railroads, to-wit:

Illinois Central; Yazoo and Mississippi Valley; Louisville & Nashville; Southern; Central of Georgia and Atlantic Coast Line.

On February 9,1920, this protest was filed with the Board of Railway Wages & Working Conditions, but on account of the fact that the railroads were returning to private ownership soon thereafter, the Association was directed to take up the matter with the Labor Board as soon as same was appointed.

I beg to advise that this Association is composed of more than thirty-five hundred colored men employed in the transportation of the railway system in the South and they desire to have a date fixed when their petition may be heard.

Won't you kindly call the attention of your associates to the filing of this petition, agree upon a date when the same can be heard and notify me of the time and place.

With congratulations to the Government for securing your services and to you for the Honor which your appointment brings, and wishing you much success, I am,

Yours very truly,

(SGD) L. C. Going.

431-45
033

Misc. Case No. 32.1.

RAILWAY EMPLOYES
Grand Lodge Headquarters
27 W. Jackson Mound

Memphis, Tenn.

February 9, 1920.

To the United States Railroad Labor Board,
Washington, D. C.

Gentlemen:

The Colored Association of Railway Employes representing more than thirty-five hundred colored men engaged in the transportation department of the railroad service, respectfully enter this their protest against the enforcement of the following rule and regulation governing the employment of colored men in the transportation department of the railway service, to-wit:

> "When train or yard forces are reduce, the men involved will be displaced in the order of their seniority regardless of color. When a vacancy occurs or new runs created, the senior men will be preferred in choice of runs or vacancies either as flagmen, brakemen or switchmen, except that negroes are not to be used as conductors, flagmen or brakemen. Negroes are not to be used as flagmen except that those now in that service may be retained therein with their seniority rights; no porter to have any trainmen's rights except where he may have established same by three months continuously in the freight service.
>
> Second, All rules, regulations or agreements in conflict with the foregoing are null and void."

For the reason, first, said proposed rules are in direct conflict with Supplement No.12 to General Order 27, Second, any rule which attempts to give to colored men seniority rights or the right to roll white men on account of having given white men the same privileges, while apparently fair on its face, it will be of irreparable injury to the colored man because conditions where colored men are employed will not admit of the enforcement of any such rule and it will enable the white man to take advantage of the colored man under the guise of the law.

431-46
033

No colored man in the employ of the railroad company in any department and particularly the operating department would ever dare to demand on account of seniority rights a place then filled and occupied by a white man. Both his life, liberity and property would be seriously endangered, in fact the law would simply invite him to commit suicide by doing what it apparently authorized. This rule or regulation is being enforced on the following railroads: Illinois Central, Yazoo & Mississippi Valley; Louisville & Nashville; Southern; Atlantic Coast Line and Central of Georgia, and the colored employes have already felt the inequality and injustice of it.

The employment of colored men in transportation departments should be so arranged that the rights given by reason of seniority should be divided so that as to the white employes ~~of seniority should be divided so that as to the white employes~~ only white men should have seniority rights and as to the colored employes, only colored men should have seniority rights.

Upon this very grave and serious matter, the colored employes in the transportation department through this organization desire to be heard.

May we not hope for a hearing at an early date?

Respectfully,

(SGD) J. H. Eiland.

President.

431-47
033

Docket 138

Illinois Central Railroad Company

Chicago
April 22, 1921

Mr. C. . Carrithers, Secretary,
United tates Railroad Labor Board,
5 North Wabash Ave., Chicago, Ill.

Dear Sir:

Attach two copies of statements in affidavit form covering forty-two specific cases contained in re: working conditions in controversy, Association of Colored Railway Trainmen vs. Illinois Central Railroad Company and The Yazoo & Mississippi Valley Railroad Company, identified as Docket No. 138.

Hearing held at Memphis, Tennessee, April 4th, 1921, by Examiner G. W. Berry.

It is my understanding you will desire to forward Mr. Going one copy of these statements.

Yours truly,

(Signed) R. E. Clift

General Manager

1525-1
024

Docket 138

Chicago, Apr8l 22nd,1921

The attached statements are herewith submitted to the United States Railroad Labor Board in accordance with request of Examiner Berry at hearing in Memphis, Tennessee, April 4, 1921, in case bearing Docket No. 138 entitled "in re: Working Conditions in Controversy. Association of Colored Railroad Trainmen vs. Illinois Central Railroad Company and The Yazoo & Mississippi Valley Railroad Company.

Respectfully submitted

Illinois Central Railroad Company

By (Signed) R. E. Clift
General Manager

The Yazoo & Mississippi Valley Railroad Co.

By (Signed) R. E. Clift
General Manager

I, R. E. Clift, General Manager of the Illinois Central Railroad Company and The Yazoo & Mississippi Valley Railroad Company, being duly sworn depose and say:

That the attached statements submitted in each of the cases reflected by the Minutes of the hearing in case, Docket No. 138 of the United States Railroad Labor Board, before Examiner Berry at Memphis, Tennessee, April 4, 1921, were taken from the records in the offices of the supervising officers in charge on the respective divisions or terminals where said cases originated, and that the answers are true to the best of my knowledge and belief.

(Signed) R. E. Clift

Subscribed and sworn to before me this 22nd day of April, 1921.

(Signed) E. T. Barnes, Jr.

Notary Public

(My commission expires March 30, 1924.

1525-2
024

Kentucky Division Cases

No. 1 Claimed that on February 16th, 1920, train 151 was vacant on the Louisville District, for a head brakeman, and that there were four extra brakemen on the Board. Alleged - that in order to keep a colored brakeman from the crew, C. V. Magruder, white, brakeman, previously assigned on caboose, took front end position, permitting H. Keith, white, to secure caboose job, account Keith not having sufficient age to take position of head brakeman.

Ans. The run was vacant as claimed, on January 26th, 1920, and brakeman H. Keith, seniority from January 1,1918, applied for the position of head brakeman, 24 hours in advance of time train left initial terminal, and was the oldest brakeman at that time to apply for that position and was, therefore, entitled to it. After train had been made up and crew called, the front and rear brakemen changed positions on instructions from the Conductor of the crew, who apparently thought that this placement of the men was conducive to greater efficiency on the run. Had a senior colored brakeman, however, applied for this run on the previous date he would have geen given the work.

No.2 Claimed, that Charlie Small, white, displaced A. Brown, colored, from following the 3 P.M. shift of Paducah, Ky., yard engine leaving E. L. Wilson, white, working in the field junior to either Small or Brown.

Ans. Charlie Small, white, seniority from January 1, 1918, did displace A. Brown from the 3 P.M. shift of switch engine in Paducah yard, account of his having been displaced by an older man than himself and he being older in service than Brown, whose seniority dates from July 23rd, 1918, and being therefore entitled to the work.

No.3 Claimed that Lester Wilson, white, displaced R. Dickerson, colored from following the engine coming on duty 3 P.M. Paducah, Ky., yard, and left E.M.Dick white in the field, who was junior to Wilson.

Ans. Lester Wilson, seniority from August 8, 1918, did displace R. Dickerson, seniority from August 22, 1918, being entitled by reason of his advance seniority.

1525-3
024

No. 4 Claimed that Glen Smith, white, displaced Tom Wilson colored, from the front end of chain gang crew with Conductor McDowell, and left on the caboose, brakeman F. S. Phelps, white, junior to either Wilson or Smith.

Ans. Glen Smith, white, seniority dating from August 31st, 1914 was displaced from trains 801-822 and exercised his seniority rights by in turn displacing Tom Wilson, whose seniority dates from February 10th, 1918.

No.5 Claimed that L. V. Broughton, white, displaced Owen Benberry, colored, off local freight train between Princeton and Central City, Kentucky and left W. B. Creel, white, to work caboose on the opposite crew, Creel being junior to Broughton.

Ans. L.V.Broughton, seniority from January 8th, 1921, did displace Owen Benberry whose seniority is effective from August 19th, 1912, Broughton having been previously displaced by a man senior to him.

No.6 Claimed that Roy Towery, white, displaced L. Collier colored from the front end of a chain gang crew, Evansville District, leaving Lonnie Cotright on caboose junior to either Towery or Collier.

Ans. Roy Towery, white, seniority from December 21, 1909, had been working as rear brakeman on local train and requested that he be permitted to take head end work in chain gang service. He was instructed to displace the youngest brakeman in this class service. L. Collier, colored, seniority from December 21st, 1915, was the youngest man and was junior to Towery in seniority.

No.7 Claimed, that Herchel Stephens, white, displaced Sam Gibbs, colored off the front end of chain gang crew, leaving Curt Brinkley, white, on caboose as Flagman, being junior to both Stephens and Gibbs.

Ans. Herchel Stephens, white, seniority from December 27th, 1909, as brakeman, also an extra conductor, requested that he be given work on head end of a chain gang crew, and was instructed that in doing this he must displace the youngest brakeman in chain gang service. Sam Gibbs, colored, seniority from February 28, 1912, was the youngest brakeman and was displaced by Stephens.

No.8 Claimed, that Curt Brinkley, white, displaced Hillman Calvert, colored, from the front end of chain gang crew, leaving L. A. Frederick on caboose who was junior to either Brinkley or Calvert.

Ans. Curt Brinkley, seniority from August 29, 1910, had been working as rear brakeman on a chain gang crew. This crew having been cut off due to decrease in business, Brinkley then rolled the youngest brakeman in that service, which was H. Calvert, his seniority dating from July 1st, 1911.

No.9 Claimed, that on March 21st, 1920, C.K.Scott displaced Clarence English off the front end of a Cecilia, Ky. coal run, leaving Wm. Deane on caboose of 193-194, junior to either Scott or English.

Ans. On this date, C.K.Scott displaced English from front end of this coal run as stated. Scott, with seniority from May 1st, 1911 had previously been assigned the caboose work on that run and was himself rolled by senior man, T.G.Cecil, with seniority from October 12, 1909. Scott in turn displaced English whose seniority dates from February 11th 1.17 account of this run being considered the most desirable one out of Cecilia.

No.10 Claimed that on July 26, 1920 - Charles Allen, colored, brakeman past nine years, desired change from a run on local freight toa work train, and reported for duty on July 26th, and was told he would have to wait until crew came in having the youngest colored brakeman on it, and then displace that youngest brakeman, and claimed that notwithstanding three crews came in and went out having two white brakemen on each all being junior to Allen, thus leaving Allen to lose two days waiting for the youngest colored brakeman,

Ans. Charles Allen, colored, seniority from April 17,1911., desired to change from his run on local freight train to a run on a work train and reported for duty on that day without giving any advance notice of his intentions. He was told that he would have to roll the youngest brakeman in chain gang service, as has been the custom upon a trainman changing from one class to another class of service. No exception was made in the case of Allen, and his loss of two days time could have been avoided by previous notice of his intentions, in order to enable the terminal organization to call him for the proper train.

No.11 Claimed, that on July 27, 1920, J. H. Kennedy, white, rolled George E. Boone, colored, from position of swing brakeman on trains 191-192, Louisville to Cecilia, Ky., leaving several white brakemen to hold caboose jobs, junior to either Kennedy or Boone.

Ans. J. H. Kennedy, white, seniority from October 13, 1914, displaced G. E. Boone, colored, seniority from October 3rd, 1918, from position of brakeman on trains 191-192, account of this run being a preferred one and Kennedy stating that he preferred to take swing brakeman on this train to retaining the rear brakeman to which he had previously been assigned, and in making this change asserted his seniority rights.

No. 12 Claimed, that on January 24th, 1921, L.G.Hart displaced A.S.Martin, colored, from front end of a through freight crew, leaving Hurbert Whitler, white, to work the caboose on this crew, Whitler being junior to either Hart or Martin.

Ans. L.G.Hart, white, seniority from October 5, 1914, rolled A. S. Martin, colored, whose seniority is from October 18, 1916, from the front end of a through freight-crew as stated due to Hart himself being rolled from trains 191-192 on January 24th by a senior man, making it necessary for him to go back into chain gang service and stating that he desired and preferred the work on head end in preference to a caboose job, was permitted to take head end and was instructed to roll youngest brakeman in that service, thus displacing Martin who is junior to Hart.

No. 13 Claimed, that T. N. Hicks, white, displaced L. D. Ratterree, colored, off head end of a work train, leaving R. C. Mercer on caboose, junior to Hicks or Ratterree.

Ans. T. N. Hicks, white, seniority from August 15th, 1907, displaced L. D. Ratterree, colored, seniority from August 14th, 1908 account having been cut off as conductor on extra board and took head end work on a Gravel Switch work train as permitted by his seniority rights.

No.14 Claimed, that W. H. Daniels, white, displaced W.F. Clemmons, colored, off the front end of a manifest run, Paducah to Central City, leaving T. P. Ward as rear brakeman, who is junior to Daniels.

Ans. W. H. Daniels, white, seniority from September 28, 1909, displaced W. F. Clemmons. colored, seniority from March 6th, 1914, after having been cut off extra board as conductor and asking for head end work. Daniels upon taking this head end work displaced the youngest brakeman in the manifest service in that set of runs, which was W. F. Clemmons.

No. 15 Claimed that S. J. Craig, white, displaced Ben Paxton, colored, off the head end of a chain gang crew, leaving E. J. Young, white, on as rear brakeman, junior to Craig.

Ans. S. J. Craig, white, seniority from December 22, 1908, displaced colored brakeman Ben Paxton whose seniority dates from July 20th, 1917, after Craig himself had been cut off extra board as conductor. Upon asking for the front end work (which was on a work train instead of a chain gang run) Craig stated that this was preferred work to a through freight run and that he desired to exercise his seniority rights to secure this work, he being senior in the service to Paxton.

No. 16 Claimed, that R. A. Cooley, white, displaced Joe Tucker, colored, off the front end of a manifest freight between Paducah and Central City, leaving H. H. Young, white, on crew as rear brakeman, junior to either Cooley or Tucker.

Ans. R. A. Cooley, white, seniority from November 2nd 1908, was formerly conductor on extra board and upon being cut off the board asked for head end work in manifest service between Paducah and Central City. He was instructed to displace the youngest brakeman in that class service and Tucker who was at that time the youngest man in that class service ~~xxxxxxxx~~ was therefore displaced by Cooley.

No. 17 Willie Clements, colored, ordered to report Central City, Kentucky, for coal run, then not permitted to go out on run.

Ans. The vacancy on this particular date was caused by regular flagman laying off. However, except in an emergency, colored brakemen have never been used on this run.

Docket 138

Tennessee Division Cases:

No. 1 It is stated that E. A. Rudolph, white brakeman, employed in March 1910, displaced Jim Brown, colored, employed September 1911 instead of displacing Carl Pierce, white, who was employed in January 1918.

Ans. E.A.Rudolph, a promoted conductor who had been set back due to a reduction in business, and who held seniority as a Flagman dating from March 9th 1910, asked for position as head brakeman on a Memphis-Paducah run, He was required by the Trainmaster to displace the youngest head brakeman in that set of crews, which youngest head brakeman was Jim Brown, colored, his seniority dating from September 25, 1911. Carl Pierce, white, was the Flagman assigned to the caboose with this crew and his seniority dates from January 4th 1918. Rudolph was not required to displace Pierce for the reason that Rudolph stated that he actually preferred the head end work.

No. 2 Statement made that on March 18th, 1921, W. M. Meyers, white, employed in September 1907, displaced E. J. Robinson, colored who was employed in December 1913, instead of displacing Carl Pierce, white, employed in January 1918.

Ans. W. W. Meyers, white Conductor, having been set back on account of a reduction in business, with seniority as a brakeman dating from September 18th 1907, when forced off conductors extra board at Memphis, asked for an assignment as head brakeman on Memphis-Paducah 152-155 - he was instructed to displace the youngest head brakeman on that set of crews. He did displace E. J. Robinson, colored, with seniority dating from December 7th 1913 Carl Pierce was assigned as Flagman on the caboose of this run. Meyers said that he did not desire the caboose job, and has been on the head end since he went onto the head end that he requested.

No. 3 Alleged that on March 21, 1921, H. E. Ellis, white employed in July 1907, displaced Henry Miller, colored, employed December 1909 instead of displacing W. H. Edwards, white, employed March 1912.

Ans. H. E. Ellis, white, Conductor, has been running baggage on trains 1 and 4, between Memphis & Cairo. When the Winter was over he returned to freight service, and asked for the position as head brakeman on local trains 193-194, with Sunday layover at Memphis, Tenn. This position was held by Henry Miller who had seniority from December 24, 1909. Seniority of H. E. Ellis as a brakeman dates from January 21, 1907. Ellis did not displace W.H.Edwards as the latter was assigned to the caboose and Ellis stated that he did prefer the head end work.

1525-8
024

No. 4 It is stated that on March 31, 1921, B. J. Smith, white, employed on November 1st, 1909, displaced Ernest Jones, colored, employed in December 1913, instead of displacing Harry Alvey, white, who was employed in January 1917.

Ans. B.J.Smith, white, Conductor, set back by reason of the reduction in business, requested he be given position of head brakeman on Memphis-Hounds run, and was told that he would have to displace the youngest head brakeman on that set of crews. The youngest man on the head end was Ernest Jones, colored, whose seniority dates from December 22, 1913. Smith's seniority dates from November 1st 1909 as brakeman. Harry Alvey white was assigned to the caboose and Smith did not displace him because he preferred the head end work. Alvey is still assigned to caboose work in this set of crews.

No. 5 Statement made that on March 26th, 1921, L. H. Childress, white employed October 1913, displaced Louis Hester, colored, employed in September 1914, instead of displacing W.J. Shepherd, white, who was employed in September, 1917.

Ans. L. H. Childress, white, is a promoted Conductor from September 15th, 1920 and holds seniority as a Brakeman from October 3rd, 1913. He had been assigned to position of flagman on one of the Memphis-Hounds run, and requested that he be given position as head brakeman in chain gang service. He was instructed that in doing this he must roll the youngest head brakeman in that class service, this being Louis Hester, whose seniority dated from September 8th, 1914. Childress did not displace W. J. Shepherd, because the latter was assigned to caboose work and Childress stated that he preferred head end work.

No. 6 Statement was made by colored brakeman Frank Caldwell that colored men were being displaced by white men on account of his not having all details necessary to make specific statements, he merely gave the name of the Conductor on whose crew white men had been permitted to displace colored men, these conductors being Sutton, J. T. Smith and Laws; the white brakemen assuming the head said to be, J. A. Craig; H. P. Warford; B; J. Smith; C. A. Meyers, E. P. Stevens; J. T. Best and . W. Meyers.

Ans. The first case in No. 6 is due to conductor J. A. Griggs requesting that he be assigned to head end work on trains 152-155, and upon being required to displace the youngest head brakeman, in that set crews, displaced John Harris, colored, whose seniority dates from August 12, 1911. Conductor Griggs' seniority as a brakeman dates from August 23, 1908.

Next crew is that of Conductor J. T. Smith on which H. R. Warford, white, with seniority as a brakeman from December 29th, 1909 requested work on head end of one of the crews operating on trains 182 and 181, Memphis-Paducah. He was instructed to displace the youngest head brakeman in that set of crews, this being Harris, colored, who had displaced Loyal Kenney, white, from that run, previously, after having been displaced from Conductor Suttons Crew by Conductor Griggs, as outlined in the above preceeding case.

The next case, that of brakeman B. J. Smith displacing Ernest Jones, is covered by Item No. 4, pagelof this memorandum.

The next case, that of E. P. Stevens, occurred in the crew with Conductor C. O. Marr, and is due to E. P. Stevens with seniority from November 7th 1910, asking for position of head brakeman on one of the Mounds-Memphis runs, and was instructed to displace the youngest head man on that set of crews, this being Will Thurman, colored, whose seniority dated from September 21, 1916.

1525-10
024

Docket 138

Memphis Division Cases

No. 1 E. C. Conant, white flagman, employed July 25, 1917, holding regular job, James Starke, colored brakeman, employed July 2, 1917, placed on extra board.

Ans. E. C. Conant, white flagman, whose seniority dates from July 25, 1917, did fill position as flagman on trains 597-8, Sunflower Local, having caught this run off extra board, deadheading to Tutwiler to relieve regular Flagman M. L. Alvarez, February 14, 1921, remaining on job until March 26, 1921. Brakeman James Starke, colored, whose seniority dates from July 2nd, 1917, regularly assigned to extra board, not eligible for service as flagman.

No. 2 S. R. Zinn, white flagman, employed July 4, 1917, holding regular job, Johnie Jones, colored brakeman employed June 26, 1917, placed on extra board.

Ans. S. R. Zinn, white flagman, whose seniority dates from July 4, 1917, was assigned by bulletin to trains 597-8, as flagman February 1921, and later was displaced by Flagman G. F. Buie, white, asserting his seniority. Vacancy occurred on opposite crew on trains 597-8, due to colored brakeman Lawson Moore being taken out of service and Flagman Zinn caught run as extra man. Brakeman Johnnie Jones (carried on our list as Brakeman John X. Jones) whose seniority dates from June 26, 1917, regularly assigned to extra board, and records show him working on Work Train, February 14th, to 28th, 1921. If he had requested authority to displace Brakeman Zinn, he would have been allowed to exercise his seniority.

No. 3 C. A. Williams, White flagman, employed August 1, 1917, holding regular job, - W. B. Holmes, colored brakeman employed July 24, 1917, placed on extra board.

Ans. C. A. Williams, white flagman, employed August 1, 1917, asserted his seniority by displacing Flagman J.R.Mullens, on mixed train on Helena District January 25th, 1921. Brakeman Wm. B. Holmes, whose seniority dates from July 24, 1917, not eligible for service as flagman, filling regular assignment on extra list.

No. 4 F. Denman, white flagman, employed August 4, 1917, holding regular job. Bunyon Turnbow, colored brakeman, employed July 4, 1917, placed on extra board.

Ans. F. Denman, white flagman, whose seniority dates from August 14, 1917 assigned by bulletin to position as flagman on local trains 397-8, Charleston District. Brakeman Bunyon Turnbow, colored, whose seniority dates from July 4, 1917, not eligible for service as flagman.

No. 5 A. E. Owens, white, flagman, employed September 4, 1917, holding regular job, - Joe Lucas, colored brakeman, employed August 30, 1917, cut off the board.

Ans. Have no record of Flagman A. E. Owens, whose seniority dates from September 4, 1917, being assigned any regular service. He has filled assignment on regular extra list, until about two weeks ago, when on account of reduction in force, he was cut off extra list. On April 4, 1921, he was again put back on regular extra list. Brakeman Joe Lucas, colored, working under same conditions as Owens and on April 4, 1921 was put back on regular extra board.

No. 6 H. D. Jarratt, white, brakeman, employed Aug. 29,1917, holding regular job, - Ed Queen, colored brakeman, employed June 27, 1917, placed on extra board.

Ans. H. D. Jarratt, white flagman, whose seniority dates from August 29, 1917, has been filling regular assignment as extra man. Have no record of his having filled regular assignment for some time. However, account Brakeman Most Smith, being off due to illness, Brakeman Jarratt caught Conductor Long's crew in Gwin Pool, as brakeman off extra board February 20, 1921, and held same until March 14th, when regular man reported. Had brakeman Queen, asked to displace Jarratt, he would have been allowed to exercise his seniority.

No. 7 W. L. Powell, white brakeman, employed January 21, 1918, holding regular job, Tannie McGee, colored brakeman, employed September 4, 1917, cut off the board. Joe Lucal colored brakeman, employed August 30, 1917, cut off board. Harvey McFall, colored Brakeman, employed Dec. 8, 1917, cut off board. Will Wade, colored brakeman. employed September 10, 1917 cut off board. Walter Banks, colored brakeman, employed August 2, 1917, cut off board, Elzie Moss, colored brakeman, employed September 4, 1917, cut off board.

Ans. W.L.Powell, white flagman, whose seniority dates from January 21, 1918, has not held a regular assignment, since he was assigned by bulletin to position as flagman on local trains 97-8 Gwin and Greenwood, He filled this position until latter part of December, and since then has filled turn on extra board up until several days ago, when he was cut off board account reduction in force. April 4,1921,he was again assigned to extra board. The brakemen named are now entitled to board.

1525-11
024

No.8 March 23, 1920, colored brakeman Joe Lucas, whose employment dates from August 30, 1917, was called for extra 838. Mr.G.E.Clark, whose employment dates from March 31, 1914, was flagman on this turn. He refused to flag and claimed that his position was on the head end. The conductor, Mr. Rice, said that Joe Lucas could not flag, so white flagman, D.N. Frazier, whose employment dates from August 21, 1918, was called.

Ans, It was found by referring to our records that A.M.Clark, whose seniority dates from August 2, 1913, and C. H. Tennyson, whose seniority dates from November 25, 1916, (both white men), were assigned to Conductor Rice's car in Gwin Pool, Tennyson evidently was laying off and this necessitated an extra man being called for the crew, and in so far as we are able to locate, A.M.Clark was assigned to crew as brakeman and Tennyson as flagman and this being the case, Brakeman Joe Lucas, colored was not eligible for vacancy and white flagman D.N. Frazier, was used.

Memphis Terminal Cases

No.1 Reference was made at hearing in Chicago, March 18th, 1921, to B.Williams, colored, working on Grab Hill job with Mr. Fletcher, February 23, 1921, displaced by white helper John McGinnis, who was working as what they term "long field" switchman, and B. Williams then required to take a job on another crew. This case also referred to at the hearing in Memphis A ril 4th, 1921, at which time B. Williams appeared before the Board.

Ans. B. Williams was displaced by John McGinnis whose seniority dates from February 5th, 1913. B. Williams' seniority dates from January 20th, 1915. John McGinnis' age in service permitted him to take the job he preferred, and B.Williams was permitted to select the job where his age entitled him to. This was explained to the Committee who discussed the case shortly after it occurred.

No.2. Clarence Edwell, colored, referred to at hearing in Chicago, working on Beale Street job on February 24th, 1921, was displaced by white switchman O. McKenna.

Ans. Clarence Edwell, whose seniority dates from August 20th,1918, was displaced by B. L. Bell, whose seniority dates from February 15th, 1918. Clarence Edwell was not displaced by white switchman O.McKenna, a younger man, and was placed on another crew where his age entitled him to.

No.3 J. H. DeVinney, white switchman Saturday, January 24th,1921, whose employment dates from January 29th 1918, was on a regular job working 4 PM to 12 Midnight, West Lead as long fielder. He gave up that job and rolled a colored switchman, Will Wiggins, whose employment dates from April 24th, 1907, off a job that colored man has always held as a tie down and coupling up all running tracks in A Yard at Nonconnah.

Ans. J. H. DeVinney did replace Will Wiggins, who was senior, but Will Wiggins was working at the rear in the D&A Yard at Noconnah on what was called "tie down" job. After an investigation it was shown that the "tie down" job had always been worked by white switchmen. Temporarily a colored switchman was put on the job and when the white man demanded his rights on that job switchman J.H.DeVinney replaced Will Wiggins, who at once asserted his rights and took a much preferred day job on work train, displacing a white man who was his junior.

No. 4 E. P. Tucker, whose employment dates from June 26th, 1918, had a regular job working 4 PM to 12 Midnight, Nonconnah Yard, gave up job and worked one day on Nonconnah Trimmer engine, January 22nd, 7 AM to 3 PM. He got off that job rolling a colored switchman, Louis Pitts, off of "tie down" job. Pitts employment dates from October 19, 1912. Louis Pitts asked Mr. Barnes for the L A engine, working 7 AM to w PM. Mr. Barnes, General Yardmaster, agreed to the change but the next morning, January 25th, Mr. E. Hooser refused to place Louis Pitts on the job.

Ans. E. P. Tucker did replace Louis Pitts account Louis Pitts was working temporarily on a "tie down" job, which has always been worked by white men. Louis Pitts asked the General Yardmaster for job on L A engine, working 7 A M to 3 PM, but was informed that place was held by older man and he could not secure it. Louis Pitts then selected a job on Nonconnah Trimmer engine, 7 AM to 3 PM, a strictly daylight job.

No. 5 H. C. Green, whose employment dates from December 1st, 1915, was on that job and had been since the job was put on, but on January 26th, 1920 Mr. Hooser took Mr. Green and placed him on West Lead working 8 AM to 4 PM. He placed Mr. McNeer on L A engine, working 7 AM to 3 PM, and made this colored switchman, Louis Pitts, take Nonconnah Trimmer engine, 7 AM to 3 PM.

Ans. The reference to H. C. Green is not clear as he is a white switchman, older in service than Louis Pitts, and changing with switchman McNeer made no difference whatever in the placing of Louis Pitts. He took the Noncommah Trimmer engine, a day job, in place of the night job he had.

No. 6 John Bradford, colored switchman, working short fielder off West Lead engine 8A.M. to 4 P.M. was rolled by A;B. Holt, white switchman, whose employment dates from August 20, 1913, who was working foreman of Iowa Bum engine 8 A.M. to 4 P.M.

Ans. A.B. Holt's seniority dates from August 20, 1913. John Bradford's seniority dates from February 2nd, 1916. This was a legitimate change. Later Louis Pitts, referred to in one of the cases above, displaced Mr. Holt. Nothing irregular about these changes.

No. 7 Nias Eubanks, colored switchman, whose employment dates from January 19, 1917, was working West Lead 8 A.M. to 4 P.M. was rolled by Reed Shaw, whose employment dates from September 30, 1913, who was entitled to foreman of an engine.

Ans. As Reed Shaw was four years older in service than Nias Eubanks he had a right to take a job that he preferred, which was a day job as helper instead of a night job. Nothing irregular about this case.

No. 8 WillFord, colored switchman, asked for West Lead engine 8 A.M. to 4 P.M. February 4, 1920.

Ans. Will Ford was given job of his choice by displacing a white man. No reason for complaint in that case.

No. 9 Landy Brown, colored switchman, whose employment dates from August 24, 1913, asked for West Lead engine working 8 A.M. to 4 P.M. which was denied by E.Hooser and C. E. Barnes. They stated Landy Brown was not as old as A. B. Holt, who was working in short field and he could not roll a man in the long field if he was older than he. Mr. Reed Shaw, whose employment dates from September 13, 1913, was youngest man on crew.

Ans. Landy Brown asked for West Lead engine when A. B. Holt was an older man, and as Reed Shaw was in service at the rear on job that always had been worked by a white man Landy Brown's request was not in line with his seniority.

No. 10 February 7, 1920, I. L. Stewart, white switchman, whose employment dates from November 25, 1910, gave up regular job as liner on D&A Hump and bolled colored switchman Louis Pitts, who was following Homeomnah Trimmer engine 7 A.M. to 3 P.M. Pitts was senior to foreman and long fielder.

Ans. I. L. Stewart was older and had a right to displace Louis Pitts. Louis Pitts displaced a white manon West Lead 8 A.M. to 4 P.M., a day job of his own selection.

No. 11 W. O. Carter, white switchman, whose seniority dates from October 1904, displaced Sam Alexander, colored, whose seniority dates from July 11, 1912.

Ans. Sam Alexander, colored, displaced a white man working 9 A.M. to 5 P.M. a day job. Nothing irregular in those changes.

1525-15
024

MASTER FILE

Do 307.

~~FILE NO.~~ Docket # 138 (PART 2)

UNITED STATES RAILROAD LABOR BOARD

CLOSED
Dec. #307
11-7-21

SUBJECT:

Association of Colored Ry. Trainmen

Communications from Hon. Wm. Goodykoontz in behalf of wage increase for colored trainmen.

FILE NO. _____ (PART _____)

FILE NO. _____ (PART _____)

REFERENCE FILES

9—4016

December 20, 1920.

COPIED AND DISTRIBUTED
1 1 1

Hon. Wm. Goodykoontz,
House of Representatives,
Washington, D.C.

Dear Sir:-

Yours of the 18th relative to question of increase of wages Colored Railroad Trainmen, received.

I have had copies made and laid before each member of the Board so they will have the benefit of your views.

I think you have been misinformed as to the nature and character of the matters before the Board. No case as to them relating to an increase in wages has yet come before the Board for hearing. When such case does come I feel sure it will be decided according to the law and evidence adduced.

Yours very truly,

Chairman.

1-01

026

House of Representatives U. S.

Washington, D. C.

18th December 1920.

U. S. Railroad Labor Board,
Chicago, Illinois.

Gentlemen:

It comes to my attention that your Board now has under consideration the question of an increase in wages for the Colored Railroad Trainmen, and that decision will soon be made in the matter. It has been suggested to me that an attempt has been or is being made to secure a lower award to these men than that given to the Brotherhood of Railway Trainmen.

These men perform the same service in as capable manner, and should receive the same compensation for that service, taking into consideration all economic conditions. The cost of living has affected all alike and is not confined to any particular race in this country. An increase in wages for the colored trainmen should be made on the same basis as that applied to the Brotherhood of Railway Trainmen.

I trust your Board, after giving the matter due consideration, may see fit to grant the claim of these man.

Very truly yours,

Wm Greenwood

COPIED AND DISTRIBUTED
1 7 21

RECEIVED
UNITED STATES RAILROAD LABOR BOARD
DEC 20 1920
CHICAGO, ILLINOIS

1

026

32.1
~~Misc. Case 25.2~~

HOUSE OF REPRESENTATIVES U.S.
WASHINGTON, D.C.

18th December 1920.

U.S. Railroad Labor Board,
Chicago, Illinois.

Gentlemen:-

It comes to my attention that your Board now has under consideration the question of an increase in wages for the Colored Railroad Trainmen, and that decision will soon be made in the matter. It has been suggested to me that an attempt has been or is being made to secure a lower award to these men than that given to the Brotherhood of Railway Trainmen.

These men perform the same service in as capable manner, and should receive the same compensation for that service, taking into consideration all economic conditions. The cost of living has affected all alike and is not confined to any particular race in this country. An increase in wages for the colored trainmen should be made on the same basis as that applied to the Brotherhood of Railway Trainmen.

I trust your Board, after giving the matter due consideration, may see fit to grant the claim of these men.

Very truly yours,

(Signed) Wells Goodykoontz.

517-1
026.

Misc. Case 25.2

December 20,1920.

Hon. Wm. Goodykoontz,
House of Representatives,
Washington, D.C.

Dear Sir:-

Yours of the 18th relative to question of increase of wages Colored Railroad Trainmen, received.

I have had copies made and laid before each member of the Board so they will have the benefit of your views.

I think you have been misinformed as to the nature and character of the matters before the Board. No case as to them relating to an increase in wages has yet come before the Board for hearing. When such case does come I feel sure it will be decided according to the law and evidence adduced.

Yours very truly,

1-01

Chairman.

517-2
026.

MASTER FILE

UNITED STATES RAILROAD LABOR BOARD

No. Docket 2032 (PART _____)

CLOSED

MISC. CASE No. 2-3-25

BUREAU No. (Ex 299)

PARTIES TO DISPUTE

Mr

Protective Order of R. R. Trainmen

Vs

Missouri Pacific R. R. Co.

SUBJECT

(1) Protest of employes against alleged discrimination against colored trainmen and yardmen in reduction of forces or assignments.

(2) Request that separate districts for white and and colored freight brakemen be restored as Sept.20,1920.

(3) That on colored districts the employes be allowed to designate their own representatives or Committees to adjust grievances or other matters.

REFERENCE FILES

SEE FILE NO.

CASE RECEIVED	FILE NUMBER	DOCKETED		REFERRED TO—	DATE
		NUMBER	DATE		
8-8-22	MC 25.5	2032	8/8/22	Bureau 5	8/8/22

DATE OF HEARING

DISPOSITION

DOCKET No. _____ (PART _____)

DOCKET No. _____ (PART _____)

Mr. Ben H. Harpell
Chairman of United State Rail-road — Nonesa City. Ion.
Labor Board
— and —

Nov. 16th. 1925.

Mr. L. W. Parker.
Secretary of United States Railroad Labor Board.
608. South Dearborn Street
Chicago Ill.

Dear Sir:—

With refrence, to my night letter sent to you, from Little Rock. ark. dated March 29th. 1925. asking you and the members of the U.S.R.L. Board, to postpone Election order by the U.S.R. Labor Board of the Protective Order of Rail road Trainmen in America in or With respect to Division No 119. U.S.R.L.B. and With refrence to Case Docket. 2032. and 3031. Missouri Pacific Train Porters Suiting The Missouri Pacific R.R. asking a increase in pay on a mileage Basis. I Wish to explain That after sending you night mentioned above. I learned that election had been held by the Protective Order of Rail road Trainmen in America, and the Train-Porters Jenual Committee had approved said election and had Voted in favor of said election. and I was notified

By Mr Louis W. [illegible]

the Protective Order of Rail road Trainmen in America, that He would notify you and mr Ben W Hooper that I wish to With draw my request, but I do not believe He had because I havent any knowledge of what the U.S. R.R. L Board have did in regards to bring about a settlement with the Missouri Pacific Train Porters, so Will you please advise me what disposation have been made with Cases Docket 3031 and 2032, and all of the mop Train Porters Will certainly approchate a speedy decision on above mentioned cases. thanking you in advance for your reply

Yours Very Truly.

Vernon. C. Coffey.
356. Garfield ave
Kansas City.
Kansas.

Local Chairman of Missouri Pacific R.R. Train Porters, Omaha and Northern Kansas Divisions.

X

RLB-Copy
1150-029

Docket
2032

UNITED STATES RAILROAD LABOR BOARD
Chicago, Ill., Feb. 3, 1925

Decision No. 2891

Protective Order of Railroad Trainmen
v.
Missouri Pacific Railroad Company

Question.—Protest of the employees against the alleged discrimination against colored trainmen and yardmen in reduction of forces or assignments.

Request that separate districts for white and colored freight brakemen be restored as of September 30, 1920.

Request that on colored districts the the employees be allowed to designate their own representatives or committees to adjust grievances or other matters.

Decision.—After a careful review of the evidence, the Railroad Labor Board decides that the agreement negotiated by representatives of a majority of the class of employees interested in the dispute contains no discriminatory features.

Some of the evidence submitted at the hearing indicates that in some instances the full intent of the rules have not been executed. The Railroad Labor Board can not approve of any discrimination in favor of or against either white or colored employes in the proper application of the rules regarding which complaint is made. The complaint is, therefore, dismissed.

By order of

UNITED STATES RAILROAD LABOR BOARD

(Signed) BEN W. HOOPER,
Chairman.

Attest:
L. M. PARKER,
Secretary.

December 11, 1924.
Docket No. 2031
" No. 2032.

Mr. Vernon C. Coffey,
356 Garfield Ave.,

Kansas City, Kansas.

Dear Sir:

Replying to your letter December 1st, regarding Dockets 2031 and 2032, involving disputes between train porters and the Missouri Pacific Railroad.

Hearing has been held on these cases but the Board has not yet arrived at a decision. Your letter will be brought to the attention of the Board.

Yours truly,

17-016. Secretary.

To be copied and distributed.

X

71-

Secy

~~Mr. Crawford~~
Mr Cook.
12/9

Kansas City. Kansas
Dec 1st. 1924

Mr. Ben. W. Hooper.
Chairman of U. S. Rail Road Labor Board.
Chicago. Ill.

Dear Sir:-
Will you please Notify me if Case Docket 3031 and 2032. Colored Passenger Train Porters-Vs. Missouri Pacific Rail Road for an increase of pay on a milage Basis, is still on file for a hearing, or whether the Case have been withdrawn, or a Decision reached or no Decision reached. Case Docket 3031 and 2032 Should Be in Bureau No 3. if you have not Considered this Case all Colored Train Porters on the Missouri Pacific Rail Road Will appreciate. your favor to highest if you Will as we are barely living at present rate of pay.

Yours Very Truly.
Vernon. C. Coffey.
Local Chairman Of Train Porters. on
Representing Omaha and northern Kansas Division
Missouri Pacific Rail Road
356. Garfield. ave.
Kansas City. Kan.

RECEIVED
Illinois
DEC 4 1924
SECRETARY'S OFFICE

PS
Please answer, me.
V. C. Coffey

June 2, 1924.

Docket No. 2032.

Mr. L. W. Fairchild,
President Protective Order of Railroad Trainmen,
405-A Vine St.,
Poplar, Bluff, Mo.

Dear Sir:

This will acknowledge receipt of your letter May 24th, petitioning the Board to re-open Docket No. 2032, dispute between the organization you represent and the Missouri Pacific Railroad, regarding working conditions and rates of pay.

Your request will be brought to the attention of the Board.

Yours truly,

17-016. Secretary.

To be copied and distributed.

Protective Order of Railroad Trainmen

LEWIS W. FAIRCHILD, President
HENRY THOMAS, Vice-President
JAS. LEE, Assistant to President
THOMAS A. HENDERSON, Secretary
G. T. UPSHAW, Treasurer
JOS. A. SMITH, Attorney
G. W. DWELLINGHAM, Tiler

In America

GRAND LODGE DEPARTMENT

S. S. ESLINGER, Chairman, Directors
N. G. CARTER, Director
LEWIS WILLIAMS, Director
NATHAN WREN, Director
FRANK GREEN, Chaplain
FRANK JONES, Sergeant-at-Arms

Dictated by.....to.....

Docket 2032

GENERAL OFFICES, BEGLEY BUILDING
405-A VINE STREET

Poplar Bluff, Mo.

May 24, 1924.

" Docket No 2032 "

Mr. L. M. Parker, Secretary,
United States Railroad Labor Board.
Transportation Building, 608 S.Dearborn St.,
Chicago, I l l i n o i s.

Dear Sir:-

Attached hereto comes a petition to the United States Railroad Labor Board, asking that docket No 2032 be opened, for the purpose of placing this information in the record thereof; also asking that the Board expedite consideration in matter of a decision thereon.

I am mailing sufficient number of copies for each member of the Board, and your files under docket stated above.

Will you kindly bring this matter to the attention of the Board, this courtesy will be appreciated. I am mailing a copy of this petition to Mr. J. M. Egan, Vice-President and General Manager of the Missouri Pacific Railroad Company; for his information.

Yours very truly,

Lewis W. Fairchild
President, P. O. of R. T.

cc-Mr. J. M. Egan, Vice-President,
Missouri Pacific Railroad Company.
Railway Exchange Building,
Saint Louis, Missouri.

RECEIVED
Chicago, Illinois
MAY 31 1924
SECRETARY'S OFFICE

PROTECTIVE ORDER OF RAILROAD TRAINMEN
-: GRAND LODGE DEPARTMENT :-

Poplar Bluff, Missouri
May 23, 1 9 2 4.

" Docket No 2032 "

Messrs,
Ben W. Hooper, Chairman.
G.W.W.Hanger, Vice-Chairman.
Horace Baker.
J.H.Elliot.
E.F.Grable.
Samuel Higgins.
W.L.McMenimen.
Edwin P. Morrow.
A. O. Wharton.

Gentlemen:-

With further reference to case docket No 2032, Protective Order of Railroad Trainmen, vs. Missouri Pacific Railroad Company.

We are respectfully petitioning your honorable board, to re-open docket No 2032, for the purpose of making this document a part of the record; also for an early decision in this case. We make this petition believing that the board will at this time consider this docket, by reason of it having been filed March 3rd, 1922 and heard before Bureau No 3, of your board November 20th, 1922. It appears that many cases filed and heard since the one referred to above, have received consideration.

By a request of the employes interested in this dispute, we filed a petition with the Management of the Missouri Pacific Railroad Company, asking further negotiations between the Company and the employes at this time; hoping to peacfully adjust this matter and remove from your jurisdiction. Copy of petition enclosed, also the Managements' reply, we therefore, respectfully request your consideration in matter of a decision in this case; hoping you will consider this prayer, we are,

Very Sincerely Yours,

L. Fairchild

President Grand-Lodge P. O. of R. T.

cc-Chairman Bureau No 3.
cc-Secretary United States RR Labor Board.
cc-Docket No 2032.

RECEIVED
Chicago, Illinois
MAY 31 1924
SECRETARY'S OFFICE

" EMPLOYES PETITION, TO RE-OPEN NEGOTIATIONS WITH THE MISSOURI "
PACIFIC RAILROAD ON QUESTION IN DISPUTE BETWEEN THE COLORED
BRAKEMEN AND SWITCHMEN AND THE MISSOURI PACIFIC RAILROAD,
LABOR BOARD CASE: DOCKET NO 2032.

Mr. J. M. Egan,
Vice-President & General Manager,
Missouri Pacific Railroad Company.
Saint Louis, M i s s o u r i.

Dear Sir:-

This petition comes as a well considered request; on behalf of the colored brakemen and switchmen in service on the Missouri Pacific Railroad. It is the desire of these employes to re-open negotiations with the Company, with a view of having the following districts restored to colored brakemen and switchmen, as of September 30th, 1920.

Between - Clarendon, Helena and Brinkley,
Felsenthal and Vidalia,
Huttig, Monroe and Farmerville,
Little Rock and Alexandria,
Warren and McGehee,
Hamburg and Luna,
McGehee and Ferriday.

PETITION

In view of the many discriminatory conditions which have existed, and which are continually existing at this time; relative to the government of colored brakemen and switchmen. The unplesent accrueing under the application of the understanding reached between the "Trainmen's Committee," and the Management of the Missouri Pacific Oct, 1st, 1920, " Question 56," and, the unreasonable decrease in the number of colored employes in this service since this ruling become effective; we do therefore, at this time most sincerely petition to your good office for a re-adjustment in these conditions. In other words, we ask in all sincerety, that the company revert to former practise of working colored brakemen and switchmen on separate districts and yards from the white. This petition covers all questions embraced in the employes petition to the United States Railroad Labor Board in case docket 2032; Protective Order of Railroad Trainmen vs Missouri Pacific Railroad Company, which now waits for a decision. It is our hope at this time, to secure consideration from the railroad resulting in the restoration of these districts; and have this case removed from the jurisdiction of the board. Trusting that you will consider us in this request, and that we will be advised of your action, we beg to remain,

Very sincerely yours,

COLORED BRAKEMEN AND SWITCHMEN
Represented by,

W Fairchild
President, P. O. of R. T.

Grand Lodge Office 405-A Vine St.
Poplar Bluff, Missouri.

May 6th, 1924.

EMPLOYES STATEMENT ATTACHED

EMPLOYES-POSITION

According to our understanding, a conference was held between the General Trainmen's Committee and the General Manager of the Missouri Pacific Railroad during a part of the months of September and October 1920. During this conference the following Agreement was reached:

1--All men entering the service on or after Oct. 1st, 1920, to fill positions of brakemen, brakemen-porter, flagmen and yardmen will be subject to and required to pass unifform examination and comply with regulations as to standard watches and to know how to read and write.

2-- All men in train or yard service on Oct. 1st, 1920, to be placed on one seniority list, regardless of color (this to include men filling positions of porter-brakemen, paid brakemen's rate), and men employed for future service. White men or negroes, will be required to qualify in accordance with Rule No. 1 without distinction as to color.

3-- When train or yard forces are reduced, men involved will be displaced in order of their seniority regardless of their color. When a vacancy occurs or new runs are created, senior men will have preference in choice of run or vacancy, either as flagman, brakeman, brakeman-porter or yardman.

4-- In reduction of force where white trainmen displace porter-brakemen, they will perform the duties of porter in addition to those of brakemen, as may be required by existing rules or those hereafter promulgated by the railroad. Any brakeman who fails to comply with the above may be displaced by a colored porter-brakeman.

It appears from the instructions issued at the time of this Agreement, "SPECIAL REFERENCE," was made to Porter-brakemen; the object of which was to include the former employes known as Train-porters, under the provisions of this agreement. In other words, to allow white brakemen to displace colored porters on passenger trains. Under this agreement, no change should have resulted on the districts formerly manned by colored brakemen, further than blending the seniority of colored brakemen with that of colored train porters. Rule 3, of the above; has never been complied with in so far as it relates to FLAGMEN, on passenger trains. It has never been the desire of the colored brakemen to fill the positions of flagmen on main line passenger trains, and if they were governed in the same manner (on these districts) as before the agreement of 1920, no contention would be raised on this question. The conditions which have resulted under the application of this agreement, appears to be very partial; while the white trainmen are accorded every right and privilege provided for therein, the colored trainmen are prohibited from the enjoyment of many privileges provided for therein. It could not be considered any more discrimination against white trainmen to work colored trainmen on districts separate from them, than at present; against the colored trainmen, by reason of the many districts of

the Missouri Pacific Railroad upon which they are not allowed to work. These colored brakemen worked down on these districts when the work was very much harder than it is to-day on freight trains. These districts were commonly known as the " NEGRO DISTRICTS," with the same agreement (excepting the four rules), in effect, none but colored men were employed as brakemen on these districts. The colored men have always appreciated the positions given them by the railroad, they have given the best part of their lives to this service, they understand these districts thoroughly, having worked on them since the construction of the railroad. We believe that since we have stood by the railroad in every instance, through every crisis; and rendered safe and efficient service, we should as a matter of common justice be allowed to continue our services on these districts undisturbed by the unplesant conditions brought on by reason of blended seniority with white trainmen.

It is absolutely against the wishes of these employes, to have any represenative, or committee of an organization which will not admit them to its membership; between them and the Management of the Missouri Pacific Railroad Co. While we do not desire to interfere with the matters between the Railroad and the General Committee representing Trainmen relative to general regulations, we do ask that we be allowed to work on separate districts as we did prior to Oct, 1st, 1920. We feel that such action could not any more be considered inconsistent than the conditions at present, there are many districts today on the Missouri Pacific that colored freight brakemen can not be used. According to our understanding and belief, this matter is entirely in the hands of the Company, it should be the privilege of the Company to designate what districts colored men shall be used as frieght brakemen; the same would apply to white men, without abrogating their Agreement. As we understand it, the agreement for the train men on this system only provides certain conditions for the government of trainmen, and has nothing to do with the matter of color, or anything that would appear discriminatory. Under the agreement the members of no organization is assured of service over the entire system, they are only guaranteed certain conditions where their service is performed.

THE MAJORITY RULE QUESTION

We will admit that it is a standard for this country, that the majority shall rule, but the colored trainmen are not considered any part of the organization or Committee representing trainmen; in this case they are not either the majority or minority, as separate question altogether. We are not responsible for this condition, if we were admitted into the orgainzation having recognition as the represenative organization for trainmen on these lines, then we would have no right to make this contention. We have no reference to separate agreements when we ask for separate districts, we simply mean that certain districts be assigned to colored brakemen and switchmen, and that on these districts, the colored committee will handle local matters for the trainmen. This could be done without infringing upon the provisions of the trainmen's agreement, as the agreement could be followed as well by the colored men as by the white, or local regulations could be worked out on these particular districts between the officers and the employes satisfactory to them majority. Until the colored brakemen are recognized among the brakemen on the system, their condition will be a separate question, if their civil rights are regarded. There will be a majorty of white and a majority of colored, by reason of the white not admitting the colored into their union.

In the event it is conceeded that the majority shall rule in this case, there is nothing in the regulations of " GOOD GOVERNMENT", that would indicate that the majority should discriminate against the minority. The many minor controversies which have arose during the existence of the present understanding, proves beyond a doubt; that the trainmen's committee has not complied with their promise made at the time of this agreement. Many complications, injustices and other matters connected with the government of colored brakemen and switchmen has arrisen on these districts. Superintendents, Trainmasters and in some instances, the General Superintendent has had many complaints to adjust. Many colored men who have given the company good service for many years, previous to this arrangement, are now out of the service. Under the present conditions, the officials of the railroad are in some instances " handy-capped," in the matter of assuring colored brakemen and switchmen of fair play. This is made possible by reason of a part of the government of these employes (relative to assignments), being placed in the hands of the Local Trainmen's Committee. Runs are not properly advertised, in some cases runs are left open and junior white brakemen are filling them, and they wont advertise them; thus keeping the senior colored brakemen off of them. In this case the Brotherhood of Railroad Trainmen arbitrarily takes jurisdiction over colored brakemen and switchmen, and at the same time will not admit them to membership. We can not meet with them in their lodge, we can not offer any suggestion relative to our wishes or desires to them, although they are at liberty to say just what we shall do, and what we shall not do. SUCH A CONDITION CURTAILS OUR CIVIL RIGHTS , and is out of harmony with our ideas of free Government.

COOPERATION

Cooperation is essential in all organizations. We believe that it is the desire of the Missouri Pacific Railroad Officials, to create a complete cooperation between all classes of employes and the railroad. The colored men have always been loyal to this company, they stand ready at any time to do any thing that will benefit the company. They have a desire to improve the service, BOOST, more business, and to create through their efforts, a system of harmony between the company and all associated employes. The districts now requested by colored men, were once covered by colored men, we are not asking for a new regulation, only seeking to retain what was once given us by the company. Over these districts, colored people are very heavily populated, the passenger travel is heavier over these districts (colored passengers) than any other districts over the system. In some instances the colored people are very progressive in the districts, and are in various kinds of business, therefore, we believe that colored freight business are greater over these districts than over any others of the system. We believe that when these facts are considered, together with the many years of peaceful service rendered by colored men over these districts, the Management will as an act of common justice restore these districts to the colored men, as of September 30th, 1920. In the event this is done, we believe that a better spirit will prevail both in and out of the service of the railroad. The injustices done against the colored men on these districts have become a question of much concern; many expressions are made showing that many citizens are not in accord with such action. It is our desire to come in closer touch with the officials of the railroad, we want to insure them of good service, we do not seek to hold men in service that are not efficient, but we do ask that we be assured of fair play, this we can not hope to receive under the present condition.

Taking in consideration a part of General Chairman Aldrich's letter to Assistant General Manager Mr. E.C.Wills, under date of October 14, 1919, it is the desire of the Brotherhood of Railroad Trainmen that this Company discontinure employment of colored men in train service. Should this be true, we could not expect fair treatment at the hand of their represenatives. His letter reads in part:--

" In line with instructions of President Lee I am referring this questio n to you requesting that no more negroes be employed for positions in train or yard service which I understand is the policy of many of the railroads where negroes were formerly employed, that a reasonable time be agreed on when the men now in service on the Valley, Louisiana and Memphis Divisions assigned to the extra board may select runs of their choice in line with their seniority and that future vacancies for flagmen will only be advertised for white trainmen, either freight or passenger. "

The fact that the company failed to agree with such erroneous question at that time, causes us to believe that it is the desire of the company to deal just and fair with all of its employes. They did not secure this condition, but the authority given them under the agreement reached Oct.1st,1920, allows them to bring into existence their desire in this respect.

According to the Company's own statement, for many years the provisions of the Trainmen's Agreement was not applied to colored trainmen on these districts. Climatic and other conditions existing in parts of the South rendered these jobs so unattractive to brakemen and switchmen that the colored men who were used in the construction of the road or were in service on lines at the time they become a part of the system, were permitted to retain their positions in train and yard service.

We believe as a matter of right, that the white trainmen have no more right at this time to come in on the districts formerly assigned to colored men, after colored men having manned the trains over these districts for many years at an inadequate rate of pay; than colored men would have to go on the districts formerly assigned to the white trainmen.

For some cause under the present understanding, no more colored men are employed on these districts. Colored men that are cut off the board on the account of dull season, are not permitted to return to service; instead, white brakemen are immediately employed in some cases. These are some of the conditions which we can not fully understand, since we have not been advised that it is the intent of the company to entirely eliminate colored men from train service.

At the time this new understanding went into effect, we had (229) colored brakemen on these districts, saying nothing about switchmen. One year thereafter, this number was reduced to (149) colored brakemen and increased to (95) white. 16 months after the new agreement went into effect, a decrease of (96) colored brakemen was shown. White brakemen are continually increasing in numbers on these districts, while the colored are decreasing greatly, through unfair practise.

C O P Y.

MISSOURI PACIFIC RAILROAD COMPANY

Railway Exchange Building
Saint Louis

J. M. EGAN,
Vice-President and General Manager

May 10, 1924.

File A-W-E

Mr. Lewis W. Fairchild,
General Chairman, Train Porters,
405-A Vine St. Poplar Bluff, Mo.,

Sir:

I have your letter of May 7th, enclosing petition from the colored brakemen and switchmen asking that they be exclusively employed on certain districts and in certain yards on the System.

As you are aware, the Agreement covering Train and Yard service, exclusive of the Conductors, is held by the Brotherhood of Railroad Trainmen, and we cannot, therefore, enter into any contract or understanding with any Organization covering the same service.

This matter, which you advise has been presented to the Labor Board, Docket 2032, was I am told discussed at length and in detail, and the Board is in full possession of all the facts regarding the matter.

While I am anxious to get everything settled at home by conference between employes and the proper officers of the railroad, the request which you make to eliminate certain territory from the provisions of existing agreements is one which cannot be granted.

Assuring you of our appreciation of the faithful and efficient service of our colored trainmen, I remain,

Yours truly,

(SIGNED) J. M. Egan,
Vice-President and General Manager

EMPLOYES—POSITION

It appears that we are not thoroughly understood in our petition, as indicated by Vice-President, Mr. Egan's letter, which reads:—

> " As you are aware, the Agreement covering Train and Yard service, exclusive of the Conductors, is held by the Brotherhood of Railroad Trainmen, and we cannot, therefore, enter into any contract or understanding with any Organization covering the same service."

We have not asked for any form of Agreement, either through a decision from the United States Railroad Labor Board, or the Management of the Missouri Pacific Railroad. All we have asked for in previous petitions, is that the Missouri Pacific Railroad Company revert to its former practise of employing and useing colored brakemen and switchmen on separate districts from the white trainmen; as this was the custom for many years under the one and same Agreement. This condition was asked for on account of appearant impossibility of applying the provisions of the Trainmen's Agreement fairly and equally to the colored trainmen.

So long as these employes were used on separate districts, no contention was raised regard to flaging on passenger trains, or other jobs covered by the Trainmen's Agreement. Since it was the understanding reached between the white Trainmen's Committee and the Management that all employes in train or yard service be placed on one seniority list, and to be governed impartially relative to assignments to all positions, etc., we believe that we should either receive full benefit of the Agreement, or not be affected by it at all, or in other words; work as we did prior to this understanding.

The above is an expressed idea of the employes covered by this dispute, while we are not to persistent in filling jobs now withheld from us contrary to the provisions of the Agreement; we feel that we should at least be used on separate districts from the white trainmen or receive full benefit of the Trainmen's Agreement so long as our seniority is blended with theirs. We believe that the white trainmen would prefer to withdraw from this district, rather than to have the colored trainmen receive the same benefit under the Trainmen's Agreement that they themselves receive. If this should be done, no further contention would be raised by the colored trainmen regard to positions that they have not heretofore held.

October 20,1922.

Docket No. 2032.

Mr. J. P. Murphy, Gen'l Manager,
Missouri Pacific Railroad Co.,
Railway Exchange Bldg.,
St. Louis, Mo.

Mr. Lewis H. Fairchild, President,
Protective Order of Railroad Trainmen,
405-A Vine Street,
Poplar Bluff, Mo.

Gentlemen:

Case in dispute between the Protective Order of Railroad Trainmen and the Missouri Pacific Railroad Company on the question of alleged discrimination against colored trainmen and yardmen in reducing force, assignments, etc., has been assigned Docket No. 2032 and is set for hearing before Bureau No. 3 of the United States Railroad Labor Board at its office, Twenty-second Floor, Transportation Building, Corner Dearborn and Harrison Streets, Chicago, Illinois, on Monday, November 20th, at ten o'clock a. m.

Kindly advise if you will be represented at the hearing, and, if so, by whom.

17-016.

Yours truly,

Secretary.

September 25,1922.

Mr. Lewis W. Fairchild,President,
Protective Order of Railroad Trainmen,
405-A Vine Street,
Poplar Bluff, Mo.

Dear Sir:

Replying to your letter of September 20th, in regard to dispute between the Missouri Pacific Railroad and Protective Order of Railroad Trainmen, ~~your file~~ L-W.0518, which case was filed March 6th,1922.

This case has been assigned Docket No. 2032.

17-016.

Yours truly,

Secretary.

Protective Order of Railroad Trainmen

In America

OFFICERS
L. W. FAIRCHILD, President
W. S. GANDY, Vice President
G. W. LOVE, Assistant to President
T. A. HENDERSON, Secretary
G. T. UPSHAW, Treasurer
F. RYAN, Relief Secretary
W. J. McCREE, National Organizer

Grand P.O.O.R.T.I.A. INSTITUTED Council

DIRECTORS
HENRY THOMAS, Chairman
PHIL EDDINGS
LEWIS WILLIAMS
JOS. G. COLAR
N. G. CARTER
A. W. LOYD, Representative
J. A. EDMONSON, Chaplain

GENERAL OFFICES, BEGLEY BUILDING
405-A VINE STREET

Poplar Bluff, Mo.,

Docket 2032

September 20,1922. L-W.0318.

1922
CHICAGO, ILLINOIS

Mr. L.M.Parker, Secretary,
United States Railroad Labor Board,
Transportation Building;
CHICAGO, ILLINIOS.

Dear Sir:-

Refering to my letter of September 1st, regarding the dispute between the Missouri Pacific Railroad Company and Protective Order of Railroad Trainmen, File L-W.0318. I wish to state that I have not received a reply regarding the docket number of this case. This case was filed March 6th,1922. As we have many witinesses we would appreciate this case being heard at St.Louis, Mo if consistant. It is our understanding that in some cases Bureau cases are heard out side of Chicago. Will foward under separate cover 13 copies of the enclosed ex-parte submision, in the matter of dispute between the Southern Pacific Lines vs Protective Order of Railroad Trainmen. Hoping to hear from you in the very near future regarding these matters, I am,

Very truly yours,

L. W. Fairchild

President, Protective Order of RR Trainmen.

LWF/TAH:

(Docket No. 2032)

May 27,1922.

Mr. J. F. Murphy, Gen'l Manager,
Missouri Pacific Railroad,
St. Louis, Mo.

Dear Sir:

This will acknowledge receipt of your letter dated May 9th, File AHM-P-376, in regard to ex parte submission filed by Mr. L. W. Fairchild, President Protective Order of Railroad Trainmen, on the question of alleged discrimination against colored trainmen and yardmen when reducing force, assignments,etc.

This case will hereafter be known as Labor Board Docket No. 2032.

Yours truly,

17-016. Secretary.

COPIED
AND
DISTRIBUTED
JUN 2 - 1922

1-22 5M AB

MISSOURI PACIFIC RAILROAD COMPANY

Docket 2032

RAILWAY EXCHANGE BUILDING
SAINT LOUIS

J. F. MURPHY,
GENERAL MANAGER

May 9th, 1922.
File AWM-----F-376.

Mr. L. M. Parker,
Secretary - United States R.R. Labor Board,
Transportation Bldg., Chicago, Ill.,

Dear Sir:

Your letter of April 27th, file M.C. 25.5, addressed to Mr. L. W. Fairchild, President, Protective Order of Railway Trainmen, Poplar Bluff, Mo., copy of which was sent me regarding ExParte submission filed on behalf of that Organization on the question of alleged discrimination against colored trainmen and yardmen in reducing force, assignments, etc.,

We are preparing a statement, to be furnished you in a short time, which will give the Board full information in regard to the matter. In the meantime, I beg to say that we have no knowledge whatever of the Protective Order of Railway Trainmen except as furnished us by L. W. Fairchild, who is employed as a Train Porter on our line between Poplar Bluff and Texarkana.

The Agreement covering wages and working conditions of trainmen and yardmen on the Missouri Pacific System has for the last thirty years been made with representatives of the Brotherhood of Railroad Trainmen who claim and have been given the right to represent trainmen and yardmen in our service with exception of train porters. We have a separate agreement with our train porters.

I therefore suggest that before this case is heard the Trainmen be given a copy of the submission made by Mr. Fairchild, as they will unquestionably desire to be represented at the hearing.

I am sending copy of this letter to Mr. F. Aldrich, General Chairman of the Trainmen, Missouri Pacific System, for his information.

Yours truly,

J. F. Murphy
General Manager

RECEIVED
UNITED STATES RAILROAD LABOR BOARD
MAY 10 1922
CHICAGO, ILLINOIS

CC--Mr. F. Aldrich,
General Chairman, BofRT,
Simpson Bldg., Atchison, Kan.,

The United States Railroad Labor Board

Docket No. 2032

Misc. Case. 25.5

Parties to Dispute

Protective Order of RR Trainmen
vs.
Missouri Pacific RR Company

S U B J E C T

(1) Protest of employes against alleged discrimination against colored trainmen and yardmen in reduction of forces or assignments.

(2) Request that separate districts for white and colored freight brakemen be restored as of Sept. 30,1920.

(3) That on colored districts the employes be allowed to designate their own representatives or Committees to adjust grievances or other matters.

Case Received	File Number	DOCKETED Number	Date	Referred to	Date
3-8-22	MC 25.5	2032	5/3/22	Bureau 3	5/8

Date of Hearing _____

Disposition _____

X

COPIED AND DISTRIBUTED
MAY 12 1922

April 27, 1922.

M.C. 25.5

Mr. L. W. Fairchild, President,
Protective Order of Railroad Trainmen,
Poplar Bluff, Mo.

Dear Sir:-

I have your favor of the 22nd inst., File 8518, and additional copies of your exparte submission in dispute between the Missouri Pacific Railroad and the Protective Order of Railroad Trainmen, on the questions of:

> Discrimination against colored yardmen in reducing forces or assignments, etc.,

as referred to in my letter of April 7th.

As I have not heard from the carrier I am sending a copy of this letter to Mr. Murphy with the information that the case will now be considered for dockoting , and in the meantime if he has any data to submit and an approved copy of this joint submission, I will be glad to have it as early as convenient.

Yours very truly,

28-026 Secretary.

CC: Mr. J.F. Murphy, Gen. Mgr.,
Missouri Pacific Railroad,
Railway Exchange Building,
St.Louis, Mo.

X

W. S. GANDY, Vice-President
San Antonio, Texas

T. A. HENDERSON, Secretary
Poplar Bluff, Missouri

G. T. UPSHAW, Treasurer
Ft. Worth, Texas

OFFICE: BEGLEY BUILDING, 405-A VINE ST.

MC 25.5

Protective Order of Railroad Trainmen

In America

Executive P.O.O.R.T.I.A. INSTITUTED Department

LEWIS W. FAIRCHILD, President

Poplar Bluff, Mo.,

LWF/ORA: April-22-1922. File-0318.

Mr.L.M.Parker,Secretary,
United States Railroad Labor Board,
No 5, North Wabash,
Chicago, Ill.,

Dear Sir:

Your letter of the 7th,instant:

According to the rules and regulations of the United States Railroad Labor Board, as of Oct., 6th,1921, and the instructions contained in your letter of the 7th, I am mailing herewith six additional copies of ex-parte submission in the matter of dispute between the Protective Order of Railroad Trainmen vs Missouri Pacific Railroad Company. I am also sending additional copies of Application form 101 and letter addressed to Mr.C.P.Carrithers, with reference to docketing.

I desire to advise that the six additional copies was mailed as suggested in my letter of the sixth, Ult., they were mailed on the tenth, and must have been lost in the mail, however, we have prepared more copies and hope that same will receive early attention of the board reference to docketing.

Very truly yours,
Lewis W. Fairchild
President, P.O.of RR.T.

Office 405 A-Vine Street,
Poplar Bluff,Missouri.

RECEIVED
UNITED STATES RAILROAD LABOR BOARD
APR 24 1922
CHICAGO, ILLINOIS

April 7,1922.

M.C. 25.5

Mr. L. W. Fairchild, President,
Protective Order of Railroad Trainmen,
Poplar Bluff, Mo.

Dear Sir:-

I have your favor of March 6th, File 0318, application for decision, one copy, and eight copies of exparte submission in dispute between the Missouri Pacific Railroad and the Protective Order of Railroad Trainmen, on the following questions:

> Discrimination against colored yardmen in reducing forces or assignments.
>
> Restoration of separate districts for white and colored brakemen as of Sept. 30,1920.
>
> On colored districts that employes may be allowed to designate representative or committee to adjust grievances and other matters.

Your attention is called to circular of October 6th, copy attached, as to filing sufficient copies of all papers and I have not received the six additional copies of statements you advised would be sent.

You should also send promptly fourteen more copies of your letter of transmittal of above date and application for decision.

Rec'd

I note a copy of your papers have gone to Mr. Murphy and enclosing a copy of this letter with inquiry as to desire to submit data for the carrier.

Hold for

Yours very truly,

28-026 Secretary.

cc Mr. J. P. Murphy, G.M.

X

W. S. GANDY, Vice-President
San Antonio, Texas

T. A. HENDERSON, Secretary
Poplar Bluff, Missouri

G. T. UPSHAW, Treasurer
Ft. Worth, Texas

OFFICE: BEGLEY BUILDING, 405-A VINE ST.

Protective Order of Railroad Trainmen

In America

Me 25.5

Department

LEWIS W. FAIRCHILD, President

Poplar Bluff, Mo.,

LWF/THA: March-Sixth, 1922. File-0318.

Mr.C.P.Carrithers,Secretary,
United States Railroad Labor Board,
No 5, North Wabash,
Chicago, Ill.,

Dear Sir:

Enclosed find Application form R.L.B. 101, together with eight copies of ex-parte submission. Six additional copies of submission in the Matter of dispute between the Protective Order of Railroad Trainmen and the Missouri Pacific Railroad Company, will be mailed to your office in the near future.

Am mailing copy of submission to Mr.J.F.Murphy,General Manager of the Missouri Pacific Railroad Company. Please arrange this submission in order for docketing.

Very truly yours,
Lewis W. Fairchild
President, P.O.of RR.T.

CC-Mr.J.F.Murphy,General Manager,
Missouri Pacific Railroad Company,
Railway Exchange Building;
Saint Louis, Missouri.

eight copies only received.
OJ
4-4-22

Form No. RLB-101

APPLICATION FOR DECISION

(By chief executive of carrier, or chief executive of organization representing employees or subordinate officials, or duly authorized representative of 100 or more unorganized employees or subordinate officials. See Note A.)

To the United States Railroad Labor Board:

Your petitioner Sergis W. Fairchild, Pacific Block, Mo.
(Name and address of chief executive or representative.)

avers:

That he represents the following-named carrier, or organization of employees or subordinate officials, or 100 or more unorganized employees or subordinate officials:

Protective Order of R.R. Trainmen

That a dispute, hereinafter set forth, is pending between the party above named and

Missouri Pacific R.R. Company
(Name of carrier or organization.)

in which dispute those whom he represents are directly interested;

That the authorized representatives of the above-named parties have conferred (or attempted to confer) and failed to reach an adjustment, and have exerted, and are now exerting, every reasonable effort, and have adopted, and are now adopting, every available means to avoid any interruption to the operation of any carrier growing out of the dispute in question; and are not promoting, aiding, or abetting any strike, walkout or lockout growing out of said dispute; and that there is no appropriate adjustment board to which this dispute may be submitted. (See Note B.);

That rules or an agreement governing wages and working conditions {are / ~~are not~~} in effect between the said carrier and its employees interested in this dispute;
(If such rules or agreement are in effect, set out date thereof and name of parties signatory thereto.)

Four Rules incorporated into the Agreement for Trainmen, Oct 1st 1920 Agreement Signed by F. Aldrich Gen. Chm.

That the facts of the dispute are as set forth in exhibit form and attached to this application. (See Note C.)

Petitioner asks that this application be docketed for decision, that the interested parties be duly notified, and that the Board decide this dispute as soon as practicable.

An opportunity for oral presentation {is / ~~is not~~} desired.

Signed this 6th, day of March, 1922

Sergis W. Fairchild
(Signature of Petitioner. See Note D.)
President
Protective Order of R.R. Trainmen

(See other side for explanatory notes.)

2—11034

" STATEMENT OF DISPUTE IN THE ATTACHED APPLICATION OF THE PROTECTIVE "
ORDER OF RAILROAD TRAINMEN, TO UNITED STATES RAILROAD LABOR BOARD

The Protective Order of Railroad Trainmen, an Organization constituted of (Brakemen, Switchmen and Train-Porters), and having more than Three-Hundred (300) members employed by the Missouri Pacific Railroad Company. Respectfully represents, that said employes were effected by an Agreement, made and entered into between the Missouri Pacific Railroad Company and the Trainmen's General Committee, represented by the Brotherhood of Railroad Trainmen; which reads:---

1.--- All men entering the service on or after Oct, 1st., 1920, to fill positions of brakemen, brakemen-porter, flagmen and yardmen will be subject to and required to pass uniform examination and comply with regulations as to standard watches and to know how to read and write.

2.--- All men in train or yard service on Oct, 1st., 1920 to be placed on one seniority list, regardless of color (this to include men filling positions of porter-brakemen, paid brakemen's rate), and men employed for future service, white men or negroes, will be required to qualify in accordance with Rule No 1, without distinction as to color.

3.--- When train or yard forces are reduced, men involved will be displaced in order of their seniority regardless of their color. When a vacancy occurs or new runs are created, senior men will have preference in choice of run or vacancy, either as flagman, brakeman, brakeman-porter or yardman.

4.--- In reduction of force where white trainmen displace porter-brakemen they will perform the duties of porter in addition to those of brakemen, as may be required by existing rules or those hereafter promulgated by the Railroad. Any brakeman who fails to comply with the above may be displaced by a colored porter-brakeman.

----------oOo----------

The dispute between the Protective Order of Railroad Trainmen and the Missouri Pacific Railroad Company, is based upon the improper execution (by the railroad) of the above rules, and the Agreement for Trainmen. Our principal complaint is, that the colored trainmen are discriminated against in the matter of reduction of force and assignments. The General Committee represented by the Protective Order of Railroad Trainmen made both verbal and written protest against this action to the Assistant General Manager, who has charge of wage schedule matters, but failed to reach a satisfactory conclusion. This dispute was referred to the Labor Board, September 30th, 1921, was not docketed however, on the account of being withdrawn October 15th, 1921 by reason of an Agreement being reached between the Missouri Pacific Railroad Company and the Train-Porters employed thereon. Such

employes being included in the submission, it was therefore withdrawn for purpose of amendment.

Employes position:----

The Missouri Pacific Railroad Company, like other Railroads of the South and Southeast, has at all times employed colored men for certain positions on their trains, and on certain districts their freight trains were manned exclusively by colored men, with the exception of conductors. In view of the discriminations against colored Trainmen, upon which complaint is made, colored men on these districts are being eliminated from train service. In many cases they are being removed unjustly, and white Trainmen are resuming their positions.

These colored men have devoted the greatest portion of their life's service to this paticular class of work, they have generally made train service a life's occupation. They are especially prepared, trained and fitted for this service. Never-the-less, many of these employes are now out of the Company's service that would no doubt be in service, if they were not discriminated against in the matters of reduction of force and assignments. The Agreement for the Trainmen employed on the Missouri Pacific Railroad, does not refer in particular to the Brotherhood of Railroad Trainmen or any other Organization of Railroad Trainmen, it refers only to the Trainmen employed on the Missouri Pacific Railroad, and does not in any Article or Section thereof specify any special duties for colored Trainmen to perform, it is broad in its application. It is therefore our contention that the colored Trainmen are just as much entitled to benefit of the provisions contained in the Agreement as any other Trainmen employed on the Missouri Pacific Railroad, regardless of their color or membership in certain Railroad Organizations. All Trainmen must pass uniform examination, the colored as well as the white, we therefore, have a substantial reason for contending for all rights and privileges mentioned, such as filling positions of flagmen on passenger trains, and promotion to engine foremen on the districts in dispute. Before the Agreement of 1920, colored men were used as engine foremen on the yards included in the (colored freight districts), since the Agreement, no further promotions are made in this respect. Represenatives of the Brotherhood of Railroad Trainmen immediately took control of the government of Trainmen on these districts, and by sharp practise and other methods of force, caused many of these colored Trainmen to be out of the Company's service unjustly.

About seven hundred (700) miles of the Missouri Pacific Railroad was at all times prior to October 1st, 1920, covered by colored brakemen and switchmen, also colored engine foremen were used in the yards. When the Agreement in question was made effective, there was about two hundred and fifty (250) colored brakemen on this district, at this time, there is not more than one hundred and eighty (180) colored brakemen on this district, and about seventy (70) white brakemen. Following the regular order of seniority, these white men could not displace any of the colored brakemen, for reasons their seniority dates since the new Agreement, with a few exceptions. There has not been any colored brakemen hired since the Agreement, therefore, all of the colored brakemen are senior brakemen. Under such conditions white Trainmen are holding many jobs, and it is reasonable to say that do not justly belong to them according to the seniority rule. The rules of 1920 did not in any way give the Bratherhood of Railroad Trainmen or any other Organization, any more rights to the districts given to

colored trainmen than existed before. It is with the Company alone, as to who they shall employ, and where such employes shall work. To place white Trainmen on one district and colored on another, is not in violation of the Trainmens Agreement, as the Agreement can be fully complied with on each district. There no provisions in the Trainmen's Agreement compelling the Company to use white or colored Trainmen on any district, the Agreement only provides for rates of pay, rules and working conditions for Trainmen employed on the Missouri Pacific Railroad. The Brotherhood of Railroad Trainmen or any other Organization, has no further right of representation under such a condition than is given them by the employes. It is true that the Agreement covers the entire system, but the employment clause would have to be Incorporated specifying color, before any Trainmen could claim any further district rights than are given them by the Railroad. These districts on which complaint is made, were at all times occupied by colored Trainmen, the white Trainmen also held many other districts over the syetem, the colored Trainmen had no desire to proceed on the districts where the Company chose to employ white only, but the white did have a desire to take the colored districts.

Their order of procedure were as follows; On october 1st, 1920, four rules were made effective which provided for the blending of seniority on all districts, and of all Trainmen employed on the Missouri Pacific Railroad. These rules also included porter-brakemen, this action placed colored men on the freight brakemen's seniority lists over the entire system, and of course placed white men on the seniority lists on the colored districts. This rule was revised by letter only, in October 1921, this revision provided for the colored brakemen to be removed from the seniority lists on the white districts, and the Company at once proceeded to remove them, the white Trainmen are still on the lists on the colored districts, and this, together with discriminations mentioned is the basis of our dispute. We claim that to remove colored brakemen from the seniority lists on the white districts, and to hold white brakemen on the seniority lists on the colored districts, is a discrimination against the colored Trainmen. On the other hand, these men were on the lists, they were Trainmen, and they had no more right to be removed from the white districts than the white had, to be removed from the colored districts. It is our belief and is also shown, that the chief purpose the Trainmen had in view, at the time of the new Agreement, was to take control of the colored Trainmen's district. They arranged to place colored men on the white districts for one year, then removed them, and thus they now holds the colored districts with the colored brakemen in a great majority. We do not believe that such a principal could be upheld by the United States Railroad Labor Board, on a point of representation, for to have separate districts for white and colored brakemen, could be no more considered discrimination than the separate coach laws in the States where this dispute derives. As the matter now stands we are discriminated against, because white Trainmen can work on our districts, and colored Trainmen cannot work on the white districts, this method could not be considered fair by any reason.

We understand that the Labor Board assumes as a basis, that a majority of any class of employes may designate the Organization which shall make an Agreement which shall cover all employes in such craft or class, but the right is not given to any Organization

of employes to force other employes out of the service of the railroads on the account of Jurisdiction, or such employes not being members of their Organization, we know that the Labor Board had no such intent.

The Brotherhood of Railroad Trainmen can make an Agreement for all Trainmen on this system, but it would be in violation of the Constitutional laws of the United States, to Incorporate therein, discrimatory features against persons not members of their organization and no such Agreement now exist on the Missouri Pacific Railroad. We therefore, are within our rights when we ask that we be restored to our old order, it is best for the public, the railroad and employes.

On January 24th,1922 the undersigned represenative of the colored trainmen (parties to this dispute), met in a conference with the Assistant General Manager, Mr,E.C.Wills, in his office in St.Louis, we discussed the matters in dispute to a final conclusion, so far as the Management was conserned. We informed Mr.Wills that it was our desire to be restored to our old order (reference to separate districts) and to receive full benefit of the Trainmen's Schedule relative to assignments. We were informed by Mr.Wills that on the account of the existance of the Agreement for Trainmen on the Missouri Pacific Railroad, he was not at liberty to make the desired adjustments. We did not agree with such views, and stated in part as we have stated above, that it would not be in violation of the Agreement to work colored men on ~~districts~~, separate districts, nor to use them as flagmen on passenger trains. Mr.Wills stated however, that on the account of a ruling made by General Manager Mr.Higgins, some years ago, colored men could not be used on passenger trains as flagmen. We held that the Agreement of 1920, had precedent over the previous ruling of General Manager Higgins. Mr.Wills did not so understand it, we therefore, informed him that it was our desire to refer the matter to the United States Railroad Labor Board, to this he agreed.

Therefore, the PROTECTIVE ORDER OF RAILROAD TRAINMEN, does herewith, persuant with the provisions of the Transportation Act, of 1920, submit its petition as follows; to the United States Railroad Labor Board for a decision thereon.

1.--- That for reasons as stated above, and the evidence attached hereto; No discrimination be practised in favor of or against either white or colored trainmen or yardmen, in service on the Missouri Pacific Railroad, in matters of reduction of force or assignments to various positions named in the Trainmen's Agreement.

2.--- That for the protection of life, Company's property and the safety of the public; Conditions regarding separate districts for white and colored freight brakemen, be restored as of September 30th,1920.

3.--- That on the colored districts, where the majority of the employes are colored; Such employes be allowed to bring and represent matters conserning their enternal working conditions or grievances, through represenatives of their own choice, or Committees of the Organizations which they are affiliated.

----------oOo----------

EXHIBIT NUMBER ONE.,

" Statement of facts regarding the manner of discrimination against Colored Trainmen employed on the Missouri Pacific Railroad, by reason of the existance of the Agreement in question, and the manner it is applied "

EXHIBIT NUMBER TWO.,

" Statements showing how several Colored Trainmen have been forced out of the Railroad's service on the account of restrictions or discrimination in the exercise of seniority "

Mar 6th 1922.

Lewis W. Fairchild

President, Protective Order of Railroad Trainmen.

GANDY, Vice-President
San Antonio, Texas

T. A. HENDERSON, Secretary
Poplar Bluff, Missouri

G. T. UPSHAW, Treasurer
Ft. Worth, Texas

OFFICE: BEGLEY BUILDING, 405-A VINE ST.

Protective Order of Railroad Trainmen
In America

Executive P.O.O.R.T.I.A. INSTITUTED Department

LEWIS W. FAIRCHILD, President

Poplar Bluff, Mo.,

EXHIBIT NUMBER ONE:

" Satement of facts regarding the manner of discrimination against Colored Trainmen employed on the Missouri Pacific Railroad, by reason of the existance of the Agreement in question, and the menner it is applied. "

----------oOo----------

EXHIBIT NUMBER ONE - 1 -

The purpose of this exhibit is to show that it is almost impossible for the railroads to govern white and colored employes to any degree similar, in the same class where the authority for representation is dedicated to the officials and represenatives of any organization exclusively, that do not admit certain employes on the account of their color. It is reasonable to believe that if the Negro is not desired in their organization, he is not desired in the same class of service, so far as the represenative employees are conserned. The Missouri Pacific Railroad Company has at all times since its existance, employed colored men for certain positions on their trains. They have also held restricted districts for ~~xxxxxx~~ white and colored trainmen in freight service, the work of these districts was at all times properly performed, and appearantly a general friendship existed between all employes. At this time it is not so, the existance of the Agreement of 1920 seems to have created a conspiracy which do not appear to be for the best interest of the public, the railroad nor the employees. The railroad is somewhat hampered, either by a special ruling or public sentiment, and by reason of such cannot rule on matters regarding working conditions, for the colored trainmen in the same manner as for the white trainmen, however, according to the Agreement now in effect no discrimination should occur against either white or colored trainmen. Through the principal States which this railroad is operated, public sentiment seems to have censured the Negro Trainmen as being out of place, such a feeling never existed so long as white trainmen were not used on the colored districts. It appears that for reason of such, together with the general desire of the white trainmen to force these men off of their district, the railroad cannot, or do not apply the provisions of the Agreement fairly and equally to the colored trainmen.

Begining October 1st, 1920, up to and including October 15th, 1921, colored trainmen were on the same seniority list with the white trainmen, and worked in freight and passenger service also in yards over the entire Missouri Pacific System. The General Committee represented by the Brotherhood of Railroad Trainmen Agreed with the Assistant General Manager to remove all colored trainmen from the seniority list on certain districts, and to prohibit them from working on freight trains. This Agreement restored back to the white trainmen all of their former districts, and should have restored likewise the districts which were fromerly colored districts, back to the colored trainmen, but it was not so the white trainmen are still holding rights on this district and the same discriminations against colored trainmen are prevalent.

The colored men are not allowed to represent in any way their views on matters such as stated above, it was not known by the General Committee whether or not these colored men desired to releast their rights as trainmen, never-the-less, they were compelled to do so by reason of the arrangement made between the General Chairman for the Brotherhood of Railroad Trainmen and the Assistant General Manager. In this arrangement however, the white trainmen still have a great and undue advantage of the colored trainmen, by reason of certain discrimatory restrictions in positions, etc.,

It has never been the desire of the colored trainmen to work on the districts that were restricted to white trainmen, but the white trainmen advocated for and secured a ruling that all of the trainmen be placed on one seniority list, and named certain positions on the trains that trainmen would fill according to their seniority, not according to their color, but seniority. If they should have had fair reasons in view at the time of this Agreement, it appears that they would contend for justice and fair consideration for all trainmen, rather than seek to prohibit the colored men from filling some of the positions they themselves made it possible for them to fill.

In citing some of the disadvantages that accrue to the Colored Trainmen by reason of the manner of application of the Trainmen's Agreement on the Missouri Pacific Railroad, we have set out three examples as follows:---

NUMBER ONE.

A colored brakeman with sufficient seniority under the Agreement, to hold a regular passenger run, is bumped off freight train by a white brakeman, cannot exercise his seniority over a junior white man on rear of a passenger train, for reasons of the flaging restrictions. In such a case the colored man is out of a regular job and younger men in service working regular by reason of color.

NUMBER TWO.

Two or more white and colored men on extra board, a passenger run is advertised for a flagman, the result of the bidders is, all the senior bidders colored, and if one white brakeman bids for the job he will get it under the method in voge, regardless of his seniority. Undersuch a condition, all of the senior extra colored brakemen would still be on extra board when the senior man would be entitled to a regular run.

NUMBER THREE.

When it is desired to remove colored men fwom the service in yard and train service, they cut the board so many men, and immediately thereafter employ new brakemen, and in all cases in the past, white men are secured. It has been the ruling that men cut from the board account of dull season, that they be placed back into service preference to new men never in the service before. This rule still applies among white trainmen, but the colored men are not in all cases allowed to return to service, through this method many white trainmen are now on the district that was restricted to the colored trainmen prior to the Agreement of 1920.

----------oOo----------

Immediately after the Agreement was made effective which blended the seniority of all trainmen employed on the Missouri Pacific Railroad, the Committee Representing Colored Trainmen was called to the Office of the Assistant General Manager, by the Assistant General Manager for the purpose of explaining to them the terms of the new rulings. The Committee explained that they did not approve of such a condition, becasue it was their belief that the purpose of the Agreement was to eliminate the Colored Men from train service. A verbal protest was made by the Committee, of no effect however, but the Committee was made to understand that so far as the Management was conserned, all matters regarding working conditions would be adjusted fair and impartially. With the begining of the Agreement discrimination against Colored Trainmen begun. It so happened that some of the Colored Trainmen with sufficient seniority desired to fill the positions of flagmen, as such a provision was incorporated into the Agreement presented to us by the Assistant General Manager. They were not allowed to work as such, this created a disagreement between the employes and Local Officials of the Railroad. The matter was handled from time to time with no results, and until today Colored Men are not allowed toxwork as flagmen. Ammediately after the Agreement was made effective all of the Colored Men on some of the Divisions was re-examined on rules, they were required to qualify as freight brakemen or flagmen but was prohibited without a substantial reason, from working as flagmen. Section 3 of the new rules reads:-

> " When train or yard forces are reduced, men envolved will be displaced in order of their seniority regardless of their color. When a vacancy occurs or new runs are created, senior men will have preference in choice of run or vacancy, either as flagman, brakeman, brakeman-porter or yardman. "

Under this rule, we held that we were entitled to positions of flagmen just the same as the white trainmen, since we were all on the same seniority list and under the same Agreement. It was found that this flaging clause was worked to a great advantage to the white trainmen, in that they could hold their junior men on the flaging jobs and use their senior men to relieve the colored men from their jobs, this was done in many cases as will be shown in our statements and corespondence incorporated into exhibits hereto.

We are substantiated in our belief that the Committee represented by the Brotherhood of Railroad Trainmen had no good purposes in mind when they advocated for the Agreement in question, by reason of the following; which is a part of the proceedings of the Brotherhood of Railroad Trainmen in session at the Columbus Convention in August,1919, and reported in the Railroad Trainman of that date, Page 577, under the title, " Policy as to non-promotable employees, Fourteenth Day's Proceedings," which reads:---

We your special Committee, appointed for the purpose of defining the policy of the Organization as to discrimination against our members and others in employment,continuity of service, and promotion, hereby recomend that the following be the established and fixed policy of our Brotherhood and that General Committees and Officers of the organization be, and are hereby instructed to adhere

to such policy and to take immediate steps to have same made effective:

That no non-promotable men will be employed in road or yard service, and that all General Committees be, and are hereby, instructed to immediately have incorporated into the schedule on each system or line of railroad a rule providing that no more non-promotable men will be employed.

Second: That the continuation in the service of inexperienced and irresponsible men, who jeopardized the safety of fellow employees, is to be remedied and this menance removed as far as possible.

Third: That members of our brotherhood will not be discriminated against in matters of discipline and examinations.

Fourth: That no more men will be employed as, or promoted to, baggagemen, flagmen, or yard foremen who are not eligible for promotion to the position of conductor.

Fifth: That the practise of useing train porters to perfom the duties of baggagemen, flagmen, or brakemen will be discontinued.

Sixth: That any change in the past policy or practise relative to the eligibility of train and yardmen for promotion that has a tendency to, or in effect will, defeat the before-mentioned policy of the Brotherhood, will not be tolerated.

Seventh: All General Committees will be notified at once of the action of this convention and will take immediate steps to have the policy of the Organization as thus defined made effective, and the President of the Grand Lodge will render assistance as is necessary, immediately upon request being received from such Committee, as will place this policy in effect.

The foregoing proceedings thoroughly explains the cause for the present Agreement on the Missouri Pacific Railroad, while it does not contain the non-employment clause, there has not been Colored men employed in freight service since the Agreement went into effect. Who would be considered non-promotable men ? It is plain to see who would not be considered as such, Colored Men. Colored Trainmen would not, or could not be considered promotable men regardless of their experience or qualification,.General conditions of the public would not permit such a procedure through the principal States through which the Missouri Pacific operated. The Brotherhood of Railroad Trainmen in their convention was not un-mindful of this fact, therefore, it is reasonable to so construed that they had special reference to Negro men in train service. Safety is not the supreme cause for the un-due advantage which is being taken of these colored trainmen, these men have performed this class of service from 10 to 40 years, and they were not at any time without responsibility since their connection with the movement of trains. The Missouri Pacific Railroad or no other Railroad, has ever trusted a man in the movement of trains who was not in their openion fit for service, and able to protect Company property, themselves and other employees and patrons.

C O R R E S P O N D E N C E

While the train porters are not conserned in this dispute, they are referred to in some of the correspondence incorporated herein, on the account of the porter-brakeman clsuse, and the conditions as they existed at the time of such correspondence. Begining November 23, 1930, we present copies as follows:----

C O P Y.

" PROTECTIVE ORDER OF RAILROAD TRAINMEN "

LWF/CCP:

Poplar Bluff, Missouri,
November 23, 1930. File 0318.

Mr. E. C. Wills, Assistant Gen, Mgr.,
Missouri Pacific Railroad Company,
Railway Exchange Building;
Saint Louis, Missouri.

Dear Sir:-

Following our letter to you under date of November 22, we have been informed of a misunderstanding on the part of Division Officials at Little Rock, that is, they not conceed to us full rights and privileges under the Trainmen's Schedule, basing their decision on that part of your instructions reading:----

> " I understand one of the matters which you desire information about is that a Colored Man has been denied a position as flagman on passenger trains 7 & 8, on the Arkansas Division. It has not been the policy of the Railroad to use Colored men as flagmen on main line passenger trains. "

We admit that it has not been the policy of the Railroad to use Colored men as flagmen on main line passenger trains, and likewise it has not been the policy of the Railroad to use white men as porters on any of the trains. As we understand it, the present Agreement makes this possible by blending the seniority of all trainmen. This contention is only raised by the white trainmen, and is without a foundation. If the present Agreement is forced without discrimination, white trainmen will discontinue disturbing colored porters and in such a case, colored porters will remain on their jobs as they have always done. We hold that it would be an injustice to place us on the same seniority list with white trainmen, and require us to stand re-examination before placing us on the list, and after being placed on the list, prohibit us from exercising seniority in certain positions. Furthermore, we cannot believe that it is your intention to discriminate against us in this way.

You has stated to us that we are to be governed under the Trainmen's Agreement, the Trainmen's Agreement do not discriminate, and if they can violate any part of the Agreement then we can see no reason for an enforcement of any part thereof. Until the Agreement, or Rule No 5, is changed, we have a specific right to contend for either of the positions named therein. According to the Agreement, white trainmen, have no advantage of colored trainmen on the Missouri Pacific Railroad.

The Agreement provides equal justice for all trainmen regardless of their color, and no discrimination can be shown unless our rights under the Agreement be abridged,. To abridge our rights under the Agreement, would in a sence, null the Agreement.

That you may have an in-sight as to our real contention in this matter, you may note the following:---

First; our only contention is, that we have a free privilege to exercise our seniority in any of the positions named in Rule No 3, our contention is based on the following Rules which reads:---

2.

All men in train or yard service on Oct, 1st, 1920 to be placed on one seniority list, regardless of color (this to include men filling positions of porter-brakemen,paid brakemen's rate), and men employed for future service,white men or negroes, will be required to qualify in accordance with Rule No 1, without distinction as to color.

3.

When train or yard forces are reduced, men envolved will be displaced in order of thier seniority regardless of their color. When a vacancy occurs or new runs are created, senior men will have preference in choice of run or vacancy, either as flagman, brakeman, brakeman-porter or yardman.

In Rule Number 2, it is specifically provided that on Oct,1st,1920 all men in train or yard service to be placed on one seniority list, regardless of color, it further provides that said Rule includes men filling positions of brakemen-porter, and that all men be required to pass uniform examinations, etc., This Rule requires us to qualify for any of the positions named, therefore,we can see no substantial reason why we should have any less right to positions of flagmen than white trainmen when we are all under the same Agreement.

In Rule No 3, it is provided that when a vacancy occurs or new runs are created, senior men will have preference in choice of run or vacancy, either as flagman,brakeman,brakeman-porter or yardman. Under Rule No 3 we are entitled to positions of flagmen,the same as white trainmen are entitled to positions of porter-brakemen. If we are not entitled to positions of flagmen, the Rule is of no effect, and white trainmen have no authority to displace us as porter-brakemen. We believe that it is the intention of the Management of the Missouri Pacific Railroad, that these Rules work both ways,and unless they work both ways (meaning for white and colored alike), they have no right to be considered in any way.

We respectfully request that you give the Officials at Little Rock instructions, as it seems that some one is of the openion that it is the intent of the Management to discriminate against us in this matter. Some of us are waiting for orders to go to work on our assignments, but cannot go until you have given proper instructions. All that is necessary for you to say in this case as we see it, is that we are entitled to positions of flagmen if we are qualified.

We do not ask you to place men in positions they are not qualified to fill, our long years of train service have taught us the necessity of having qualified men in positions of flagmen or brakemen. It is just as much necessary for the front brakeman to be qualified as the rear, it becomes the duty of both to protect the train by flag at times. Flaging is not a promotion, if it was there would be a differential in the rates of pay. The only motive the trainmen can have for denying us positions of flagmen is to get us out of a job on the train. Their only hope to do this will be to relieve us on the front end of passenger trains with their senior men, and hold their junior men on the rear, we having no rights on the rear, will of course force us out of a job.

We cannot feel that it is the intention of the Company to discontinue our services, if it was, they would have done it in a different way. We therefore, ask the Managemenb of the Missouri Pacific Railroad for a definate Ruling on this flaging matter, as this seems now to be the only hitch. Hoping you will give us early consideration as we are still waiting for your decision, before certain assignments will be made.

Yours truly,

(Signed) Lewis W.Fairchild,

Represenative of Colored Trainmen.

----------ooo----------

We did not receive a reply to the above letter, and the assignments referred to was not made. Discriminations continued to exist, over the system. We were verbally informed at the time by one of the Officials of the Brotherhood of Railroad Trainmen, that it was verbally understood between their General Chairman and the Management that Colored men would not be used as flagmen on passenger trains. We did not believe that such a verbal proposition would have, or could have any bearing on a written Agreement. Several attempts was made by colored men with sufficient Seniority, to secure flaging jobs as they become vacant, but of no effect, in every case a junior white man was assigned. There has been some changes in the manner of governing a part of the system since that time, but on the districts where this dispute derives the conditions are still as they were at the time of this writing. In view of the unreasonable condition under which the colored trainmen were governed, we again conferred with the Management by letter under date of December 10th,1920 in which we suggested referring the matter to the United States Railroad Labor Board for adjustment. To this letter we received the following reply:----

COPY.

MISSOURI PACIFIC RAILROAD COMPANY
Railway Exchange Building
Sanit Louis.

E.C.Wills.
Assistant General Manager.

Dec. 14th, 1920
File AW.

Mr Lewis Fairchild,

Poplar Bluff,Mo.,

Dear Sir:

Your letter of the 10th:

The Agreement between the Missouri Pacific Railroad Company and the Trainmen covers the employment, seniority and working conditions of the brakemen on both passenger and freight trains. This rule provides the manner in which employes whose working conditions are prescribed thereby shall handle any matters in which they may feel aggrieved.

I assume you have a copy of the Agreement; if not, your Superintendant will give you one upon application.

I know of no disagreement with the Trainmen that should be referred to the Labor Board, and have no unadjusted matters which their General Chairman has advised me that he desires to take before that body. I suggest that if you have any matters you cannot settle with your Train-Master or Superintendant that you refer them to the Local or General Chairman of the Trainmen for adjustment.

Yours truly,

(Signed) E.C.Wills,
Assistant General Manager.

On February 16,1921 the Local Committee of the Colored Trainmen employed on the Valley and Louisiana Divisions, wrote the following joint letter to the General Officials of the Missouri Pacific Railroad Company. (These are the employes now a party to this dispute, and the Divisions named, are the districts referred to). See copy of their letter which reads:---

C O P Y.

Little Rock,Ark., Feb, 16, 1921.

Board of Directors,
New York City, N.Y.,

Mr. B.F.Bush, Pres., Mo.Pac.,
St.Louis,Missouri.

Mr. W.E.Brooks, Gen, Supt.,
Little Rock,Arkansas.

Mr. T.W.Collins, Supt.,
McGehee,Arkansas.

Mr. A.R.Taylor, Supt.,
Monroe,Louisiana.

Gentlemen:--

I desire to explain the existance of Colored Brakemen of the Ark-La., Divisions, since placed on the same seniority list with the Brotherhood of Railroad Trainmen:

First; they are being pulled off runs on both Divisions and replaced by white men. One man on the E.& G., Branch, cannot be bumped by Colored men; one on the Local Freight on the E.&.G., one on the through freight between Lake Providence and Ferriday.

A colored man on the E.&.G. local, got hurt and went to the Hospital, and when he returned he was not allowed to go back on his run. A colored man layed off on the through freight, and when he returned he was was replaced by a white man, and not allowed to go back on his run.

Colored switchman, Ben Davis, on the McGehee yard, who had been there for years, received a " Black-Hand-Letter," and was not allowed to go back on his foremanship job. Of course he preferred to take a day job in the yard where he could protect himself, his seniority was sufficient to hold a day job, but he was not allowed to exercise his right as foreman on a day job, he had to accept a job as helper. The following is a correct copy of a letter he received:--

C O P Y.

" NIGGER BEN DAVIS "

The space you occupy in McGehee is more desired than your person. As your condition will make your life short anyway, it would be a shame to make it any shorter.

Getting the wrong nigger before, will cause greater care in the future, your case in paticular. If you think this is a " bluff " it would give us great pleasure to have you stay and call it.

Never before was it necessary that such a letter as this to be presented.

We are being handycaped by allowing the Brotherhood of Railroad Trainmen's Local Chairman to govern us instead of the Railroad Officials. When we go to the Railroad Officials for information, they send us to the Brotherhood of Railroad Trainmen's men, who have been fighting us here on the road for thirty years, knowing that there is no justice in them for us. They took us on the same seniority list with them October 1st, 1920, with full rights to their contract according to the four articles. They have violated their own contract, and have refused to take up any complaint with us where the contract was violated.

IT IS AGAINST THE POLICY OF THAT ORDER TO HANDLE GRIEVANCES FOR NON-MEMBERS, COLORED TRAINMEN CANNOT BECOME MEMBERS OF THEIR ORGANIZATION.

We have made complaint to all of our lower Railroad Officials and showed them evidence whome we are being mistreated, and they still contend for us to be referred to the Brotherhood of Railroad Trainmen for justice. They have hired sixty white trainmen on these two divisions, and we have been unable to get one colored man hired. We would like to get an Agreement on this hireing, as we are in the majority on this territory.

Since this new seniority went into effect, we have had seventeen men on different divisions to walk around from 30 tp 40 days, seven to be pulled off from yard, and walk around 44 days, 10 were pulled off in Alexandria yards, five of them walked around 30 days with younger men working their places. We got the seven men in the McGehee yard straightened, they worked about 15 days, then they pulled off eight more, since then they have put back two men and six are walking around now, waiting to be placed. The only remedy we can see for this is to have those men paid for the time they have lost, in this way we can find out who the guilty persons are, that are pulling these men off. This is the only way to break up the unfair treatment.

We have three men on the Louisiana Division who are being disqualified by our Trainmaster without any investigation according to Article 52. These men's seniority extends from one to nine years. We colored brakemen have been in the employ of the Missouri Pacific Railroad Company 44 years, and have always been loyal to the Company during the time of strikes. During the time of taking Liberty Bonds, we were more loyal than any others, and have never give the Company any trouble su as tieing up trains, or tieing up yards,

so much better record than the Brotherhood of Railroad Trainmen can show.

With this record, we need some consideration, we would ask you to have our Trainmasters and Superintendants to enforce Article 44, which relieves the Brotherhood of Railroad Trainmen of any responsibility of governing our men. This act would avoid all this trouble. If our lower railroad officials would live up to the Agreement, according to the present contract there would not be any cause for us to annoy our higher officials for justice. It is laid down to plain for any error to be made.

Bulletin No 3, Alexandria, La., January 24,-31st, stateing, R.R.Ryan, Local Chairman of the Brotherhood of Railroad Train men, reading:- Nothing but competent men will be assigned to above jobs. I dont know who gave Mr.Ryan his authority to put out a bulletin like this, leaving room for flaws accepting jobs, and this bulletin had it been put out by the Trainmaster who is the proper authority, it would have avoided a dispute in the future. These bids were up Feb, 3, 1921, and until the 8th, no one has been assigned to them. Hoping you will see that every brakeman is assigned according to seniority.

Our General Superintendant, Mr.W.E.Brooks, has tried in every way to adjust this matter, but seemingly as soon as he leaves, it starts over again in the same old form. He has gone to Alexandria, and given instructions there, he has taken the matter up in every instance, when complaint was made to him, but seemingly for some cause the Agreements are still broken. Always we have to suffer the blame. I was in Mr.C.M.Andrews office on January 24th, and carried two men, expirenced switchmen, and asked him to hire them, he told me that he did not need any, that he had hired one the day before, and before I got out of the building he hired two white switchmen, which we claim is very unjust to us.

One switchman Robert Burks, made application to Mr.Andrews October 27th, 1920, filled out papers and stood examination, and he was told by Mr.Andrews afterward that he did not need any switchmen, during the same time he was calling brakemen off of the road to switch in the yard, and doubling what switchmen he had. This proof can be obtained from the pay rolls in St.Louis, showing where these men did double. This man has been in his office four or five times since, and asked him for work, in each case he comes back with the same results, although he has hired five white switchmen since then.

Yours truly,

(Signed:) John Shaw,

Local Chairman for Colored Trainmen.

----------oOo----------

The following is a letter from John Clark, President of Local Number 20, Protective Order of Railroad Trainmen, having reference to the same district and discriminations against the Colored Trainmen. His letter reads:--

COPY.

McGehee, Ark., 9/9/21

MR,Lewis W.Fairchild, Nat,Pres.,
Protective Order of Railroad Trainmen,
Poplar Bluff, Missouri.

Dear Sir:

These are the things that are happening to us from time to time, almost daily, 22 switchmen have been cut off and driven away, one has been shot to death in McGehee. We cannot charge this to any others than the white switchmen and brakemen, being on the same seniority list,. We have always had this territory, to ourselves and since they have made the straight seniority list, they have begun to terrèmize the colored men. A white man can bid in, a job in freight or passenger service, but the colored men have only one chance, and that is on freight trains. These things should remedied as early as possible. Hoping this will meet yourfull and hearty approval, advise if this is the required information.

John Clark, President,
Local Number 20.

----------oOo----------

Now in the McGehee yards, that was covered with colored switchmen only, it should be up to them to know whether or not, they were making enough time to properly compensate them, without another Organization which has no members on the yard at that time, meeting without the presence of the colored switchmen who were involved, and deciding that it was necessary to cut the switchmen's board, in order that such remaining switchmen could make amount of time sufficient to sustain them. These colored men were working there in peace and harmony they were all making sustaining wages, and was satisfied. They cut the board 14 men, and on the same day the cut was made, hired 14 white men in their places. This is a complete manefestation of the object and purpose of the new Agreement.

Under Agreement, the Trainmaster or Superintendant and the Local Chairman, have jurisdiction over the district extra boards, and the Trainmaster will, upon instructions from the Local Chairman, cut the boards to such a number as to insure all extra men of a reasonable amount of work. This is reasonable however, and no complaint is made of the rule, so long as it is applied within the bounds of reason and not for unfair purposes. In many cases since the new Agreement become effective, the boards were cut when the service of the men were needed, this fact is established by reason of the immediate employment of white men in the positions where colored men were cut off. Such as the case of the 14 men in McGehee yards, referred to above.

Shortly after the Agreement went into effect, the following grievance was received from the Louisiana Division. This is an example of what constantly takes place over this district since the new Agreement has been effective:---

C O P Y .

Mr.Lewis W.Fairchild, President,
Protective Order of Railroad Trainmen,
Mr.John Shaw, Local Number 21.
Mo 2651 Adams Street,
St.Louis, Missouri.

Gentlemen:--

Herewith are the names and seniority of each man held out of serivec on Alexandria Board, claiming cause for so doing that they have failed to pass the Texas and Pacific Railroad's Manuel Block Examination. Their names are as follows:---

Will Swim,	1909,	Colored Brakeman.
W.C.Jones,	1915,	Colored Brakeman.
E.Jenkins,	1913,	Colored Brakeman.
Fred Cloud,	1915,	Colored Brakeman.
F.W.Watson,	1920,	Colored Brakeman.
A. Ross,	1915,	Colored Brakeman.
Joe Conant,	1920,	Colored Brakeman.
A.L.Nard,	1920,	Colored Brakeman.
C.McFall,	1920,	Colored Brakeman.
Wm.Modique,	1920,	Colored Brakeman.

This blo ck system was in effect on the Texas and Pacific, these men are subject to be called to run over the Texas and Pacific at times, thus they are held out of sertice without being given a chance to get posted on the rules of that road. They could however, be working on their own territory as at all times before.

Rufus Reed, Local Chairman,
Protective Order of Railroad Trainm,

----------oOo----------

We believe however,that it is the intent of the Management of the Missouri Pacific Railroad Company that their colored train service employes be justly dealth with, but as the government of these employes are not altogether in the hands of the Railroad officials, there has been quite a complication created. A certain portion of the government of these employes are in the hands of the Represenatives of the Brotherhood of Railroad Trainmen, and of course, colored men cannot become members of that organization, therefore, many undue advantages are being taken of them.

The following statement comes from a Colored brakeman on the Louisiana Division, Henry Allen; February 15th,1922.

S T A T E M E N T.

The colored men was all taken off the extra board at Alexandria, and placed on the extra board at Monroe. The Alexandria board was then filled out with white men. Then the Monroe board was cut below its capacity, and then filled with white men. By so doing there was fourteen colored men wiped out altogether.

The extra board at Collinston was done away with altogather, and reestablished at Eldorado. We lost all but one man in that deal. There was some runs posted on the joint track, which was bid in by some of our men, but we were not allowed to be placed on the board. Four of our men made a few trips on the joint track, and was doing so well that they was shot at by Missouri Pacific Trainmen.

We had one man on a work train tieing up at Pollock, along with a white man. After being on the run about ten days, the rest of the crew did not come to the caboose that night, and I must say sent a number of men to tell him that he could not stay in Pollock.

We also had one man on the Oakdale switcher, after making a few days,was told by a number of white men that he had a white man's job, and that he could not stay on it. We know this was done by the Brotherhood of Railroad Trainmen's members,for we have been here for years, and the people are all squainted with us.

I must say that the Yardmasters are all members of the Brotherhood of Railroad Trainmen, and it is quite natural that they will give their fellow men the best of it all the way through. The trouble in the McGehee yards was only to drive the Negro out, there are two rune Conductors are holding, that they have only made a few trips on, THIS IS ONLY TO SHUT THE NEGRO OUT.

After our men were moved from Alexandria, they made all vacancies occur there, so that they could be filled with white men. We had no one to take this trouble to, the Trainmaster and Mr.A.R. Taylor, Superintendant, told us that the Brotherhood of Railroad Train men were handling the men, and that they could not help us.

Submitted by, Henry Allen, Brakeman.

----------000----------

STATEMENT.

COPY.

McGehee,Ark.,February 20, 1922.
Mr.Lewis W Fairchild,Nat,Pres.,
Poplar Bluff, Missouri.

Dear Sir:-

Local Presidents, and members of Locals Nos,20 & 21, McGehee and Monroe; We as colored brakemen, switchmen and engine foremen, on Valley and Louisiana Divisions between Little Rock and Alexandria, and the branches and yards thereof.

After duly considering conditions now existing among we employes, and finding difference between the present conditions, and conditions that existed prior to October 1st,1920, we are forced to say that we cannot get a square deal account of blended seniority, and amendments taken effect October 1st,1920 upk to that time all was colored brakemen and switchmen between Little Rock and Alexandria, the branches and yards thereof. Since that time all of the engine foremen have been discharged, and all the helpers except a few in McGehee yard. Monroe yards have two engine foremen and about six helpers,Alexandria yards are white completely. Since the blended seniority and certain Agreements taken effect October 1st,1920 peace and harmony have ceased among our local officials, such as Trainmasters, Yardmasters and Division Superintendants.

has discharged brakemen and switchmen without investigation.

We have time and again called the officials attention to certain matters and no consideration would be given us; we have taken matters to our General Superintendent Mr.W.E.Brooks, Little Rock, Ark., such as cases of Otto Anderson, and L.Banks, colored brakemen, having orders from Mr.Brooks to put these two men back on the board, and keep them on the board as long as there is any men on the board younger than they. These two men were put back and stayed two or three days, then the Trainmaster's Clerk in McGehee took their names off the board, and never said for what cause. Leaving several white men on the board that were younger than any of the 42 colored men cut off.

J.A.Evans, with seniority from 1920, holding regular run on Nos,398 & 399, between Ferriday and Lake Providence with Conductor J.E.King, this man has held this run over a year and the Train master will give us orders to be placed on this job, and leave it to the Agent at Ferriday to place us. Mat Mason has been on the opsite run for eight years, was bumped by a senior man, who held an order to bump the white man, but the Agent rejected. 42 men cut off (colored) and 37 white men were immediately hired, time and again these men made application to the officials of the railroad for reinstatement into service, but no consideration was given them.

There was a run put on between Monroe and Alexandria, Caboose No 300, and a white crew has been placed on the run, this has been over six or eight months ago, this run has never been advertised according to the Trainmen's Schedule, nor will they let any of us who are senior to them, bump them. McGehee board was cut a few days ago and the white men were removed from McGehee board to Monroe board, and an eaqual number of colored men were cut off,. They shift the white men from one board to another, and claim that they are cut off.

Trains Nos, 147 & 148, was advertised, specification was made for certain color of trainmen to bid on the job, this run is in the colored district. The bulletin reads, WHITE ONLY. We are handled in the following manner; when a run is created, or become vacant, if a white man catches the run he will be permitted to hold it until the regular man returns, if a colored man catches the run, the run is placed into the chain gang until the regular man returns, except passenger runs on the Louisiana district, and Nos, 147 & 148, on which a white man will be placed regardless of the amount of time the regular man is off.

Conductor Barton on M.R.H.&.W.Ry., Luna to Crossett, wired McGehee for an extra man account one of his crew, took sick. Mr. J.J.Simmons yardmaster, wired him to work E.A.Porter, an Engineer's Son, who was not even employed in train service, and had never been so employed. He was a porter at the Station at Lake Village, the McGehee extra board had ten men on it at that time.

I am enclosing you a list of names of men (white) who were suposed to have been cut off, and has been transferred from McGehee to other boards on the same district, (the star opsite names represents men claimed to be cut of the board, but are still working)

J.H.McComick	*	3-11-1920.
C.J.Boyett	*	8-13-1921.
C.W.Kissell	*	8-20-1921.
J.L.Olden	*	8-25-1921.
W.H.Tigpen	*	8-23-1921.
A.M.Harverten	*	4-21-1921.
F.Roberts	*	7-30-1921.
E.C.Porter	*	5-25-1921.

Our youngest extra brakemen (colored), on the board is 1918, and some of them were cut off. These are positive facts, that can be proven by the St.Louis, pay rolls, they are working, some of them.

We hope this will be assistance to you in producing evidence in this dispute.

Yours truly,
(Signed): John Clark.
President, Local Number 20, McGehee, Ark.,

President, Local Number 21, Monroe, La.,

----------oOo----------

C O P Y .

H.L.Bayers,	11-6- 1920.
J.N.Mercer,	11-8- 1920.
J.B.Sands,	3-4- 1921.
W.L.Cowles,	3-11-1921.
E.M.Jett,	3-31-1921.
C.L.Carlin,	4-12-1921.
W.H.Morrison,	5-20-1921.
R.L.McKay,	6-7- 1921.
C.W.Winsett,	10-26-1921.
H.M.Katterjohn,	11-7- 1921.
C.L.Tyrell,	11-30-1921.

These are extra switchmen at McGehee, ALL WHITE.

C O P Y. ----------oOo----------

McGehee, Ark., June 6,1921.

Bulletin.
North Little Rock,
Little Rock,
McGehee,
Monroe,
Alexandria,
Collinston,
Oakdale,
Lake Charles,
Gurdon,
Felsenthal,

Eldorado,
Ferriday,
Vidalia,
Lake Providence,
Epps,
Warren,

Bids in writing will be received until midnight June 6th, for one white flagman, Trains Nos, 147-148, between McGehee and Epps, Vice, W.S.Smith.

Bids in writing will be received until midnight June 6, for one through freight brakeman between McGehee and Jones, Caboose No 604. Vice, A.W.Watkins.

J.J.Simmons,
Local Chairman, B.of R.T. 182.

----------oOo----------

The above copy plainly shows in just one instant, where that the Officials of the Brotherhood of Railroad Trainmen have themselves asked for ~~an~~ equal justice, and at the same time discriminate against colored men in the same class of service. The above bulletin reads, for one white flagman; Article 47, of the Trainmen's Agreement, Section (a) reads:---

" Senior baggagemen or brakemen will be given choice of runs when position becomes vacant, all vacancies to be advertised for ten days. "

Section 3, of the new rules reads:-

" When train or yard forces are reduced, men involved will be displaced in order of their seniority regardless of their color. When a vacancy occurs or new runs are created, senior men will have preference in choice of run or vacancy, either as flagman, brakeman, brakeman-porter or yardman. "

In the foregoing we have cited instances where the extra board at McGehee and other places over this district, have been cut, and junior white men retained in service elsewhere, and colored taken out of service entirely, which is strictly against the provisions of the Trainmen's Agreement on the Missouri Pacific Railroad. At the present, as shown above, there are eight white men working, (transferred, claimed to be cut off), and the senior one of them is two years junior to the junior colored man, (the colored however, was cut off, account of dull season), this is what they claim. All of these actions are in violation to the Trainmen's Schedule. All divisions of the Missouri Pacific Railroad except the districts now in dispute, (Valley and Louisiana) are now considered strictly white brakemen's districts, no colored man can hold rights thereon. There was more than One Hundred colored brakemen removed from the seniority lists on the (white) districts, by Agreement between the General Chairman of the Brotherhood of Railroad Trainmen and the Assistant General Manager. We hold that the General Chairman had no more authority to force the colored men off these districts, than he had to force any other Trainmen covered by the Trainmen's Agreement. We do not believe that the Labor Board had any such purposes in view,

in its Decision No 119, where it is provided that a majority of any class of employes may designate the Organization which shall make an Agreement which shall cover all employes in such craft or class.

The principal of our disagreement with the Railroad, and the matters that are unadjusted, are as follows:---

First:--

When the colored brakemen was removed from the seniority lists over parts of the system, white brakemen should have been removed from the before established colored districts.

Second:-- We should either be covered fully by the Trainmen's Agreement or not effected by it at All.

Third:--- If it is consistant for the white Trainmen to hold districts restricted to white brakemen only, it is consistant also for the colored brakemen to work on a district to themselves.

Fourth:--- If white Trainmen will contend for rights over the colored districts, they should at least, consent for the colored Trainmen to have the same privileges over said districts as they assume.

Fifth:-- On these districts the colored Trainmen are largely in majority, their Committee should have a voice in the affairs affecting the enternal working conditions thereon.

Sixth:--- The Committee represented by the Brotherhood of Railroad Trainmen, has used their authority on these districts, in re:- representation, to a great advantage to them selves and their fellow members, and to an open disadvantage to Negro Trainmen, who by reason of color cannot become members of the white Trainmen's Union. This action is in conflict with the provisions of Decision No 119 and should as a matter of right, disqualify them as the represenatives of colored trainmen on the districts in dispute.

----------oOo----------

The above matters cannot be adjusted between the represenatives of the colored trainmen, and the Management of the Missouri Pacific Railroad. Therefore, it was agreed that same be submitted to the Labor Board for adjustment, believing that the Board would in the execution of its duties, render a Decision that would provide equal justice for all conserned in this dispute.

----------ooo----------

EXHIBIT NUMBER ONE.

" Statement of facts regarding the manner of discrimi-
on against colored trainmen employed on the Missouri Pacific Railroad,
by reason of the existance of the Agreement in question, and the manner
it is applied. "

----------ooo----------

EXHIBIT NUMBER ONE.

The purpose of this exhibit is to show that it is almost impossible for the railroads to govern white and colored employes to any degree similar, in the same class, where the authority for representation is dedicated to the officials and representatives of any organization exclusively, that do not admit certain employes on the account of their color. It is reasonable to believe that if the Negro is not desired in their organization, he is not desired in the same class of service, so far as the represenative employees are conserned. The Missouri Pacific Railroad Company has at all times since its existance, employed colored men for certain possitions on their trains. They have also held restricted districts for and colored trainmen in freight service, /white

The work of these districts was at all times properly performed, and appearantly a general friendship existed between all employes. At this time it is not so, the existance of the Agreement of 1920 seems to have created a conspiracy which do not appear to be for the best interest of the public, the railroad nor the employees. The railroad is somewhat hampered, either by a special ruling or public sentiment, and by reason of such, cannot rule on matters regarding working conditions, for the colored trainmen in the same manner as for the white trainmen, however, according to the Agreement now in effect, no discrimination should occur against either white or colored trainmen. Through the principal states which this railroad is operated, public sentiment seems to have censured the negro trainmen as being out of place, such a feeling never existed so long as white trainmen were not used on the colored districts. It appears that for reason of such, together with the general desire of the white trainmen to force these men off their districts, the railroad cannot or do not apply the provisions of the Agreement fairly and equally to the colored trainmen. Begining October 1st, 1920, up to and including October 15th, 1921, colored trainmen were on the same seniority lists with the white trainmen, and worked in freight and passenger service also in yards, over the entire Missouri Pacific System. The General Committee represented by the Brotherhood of Railroad Trainmen, agreed with the Assistant General Manager to remove all colored trainmen from the seniority lists on certain districts, and prohibit them from working on freight trains. This Agreement restored back to the white trainmen all of their former districts and should have restored likewise the districts which were formerly colored districts, back to the colored trainmen, but it was not so, the white trainmen are still holding rights on this district and the same discrimination s/against colored trainmen are prevalent.

The colored men are not allowed to represent in any way their views on matters such as stated in the above, it was not known by the General Committee whether or not these colored men desired to releast their rights as trainmen, never-the-less, they were compelled to do so by reason of the arrangement made between the General Chairman for the Bratherhood of Railroad Trainmen and the Assiatant General Manager. In this arrangement however, the white trainmen still have a great and undue advantage of the colored trainmen, by reason of certain discrimatory restrictions in positions, etc.,

It has never been the desire of the colored trainmen to work on the districts that were restricted to white trainmen, but the white trainmen advocated for and secured a ruling that all of the trainmen be placed on one seniority list, and named certain positions on the trains that trainmen would fill according to their seniority, not according to their color, but seniority, if they should have had fair reasons in view at the time of this Agreement, it appears that they would contend for justice and fair consideration for all trainmen, rather than seek to prohibit the colored trainmen from filling some of the positions they themselves made it possible for them to fill.

In citing some of the disadvantages that accrue to the colored trainmen by reason of the manner of application of the Trainmen's Agreement on the Missouri Pacific Railroad, we have set out three examples as follows:----

NUMBER ONE.

A colored brakeman with sufficient seniority under the Agreement, to hold a regular passenger run, is bumped off freight train by a white brakeman, cannot exercise his seniority over a junior white man on rear of a passenger train, for reasons of the flaging restrictions. In such a case the colored man is out of a regular job, and younger men in service working regular by reason of color.

NUMBER TWO.

Two or more white and colored men on extra board, a passenger run is advertised for a flagman, the result of the bidders are, all of the senior bidders colored, and if one white brakeman bids for the job he will get it under the method in vogue, regardless of his seniority. Under such a condition, all of the senior extra colored brakemen would still be on the extra board when the senior man would be entitled to a regular run.

NUMBER THREE.

When it is desired to remove colored men from the service in yard and train service, they cut the board so many men, and immediately thereafter employ new brakemen, and in all cases in the past, white men are secured. It has been the ruling that men cut from the board account of dull season, that they be placed back into service preference to new men never in the service before. This rule still applies among white trainmen, but the colored are not in all cases allowed to return to service, through this method many white trainmen are now on the district that was restricted to the colored trainmen prior to the Agreement of 1920.

----------ooo----------

Immediately after the Agreement was made effective which blended the seniority of all trainmen employed on the Missouri Pacific Railroad, the Committee representing colored trainmen was called to the office of the Assistant General Manager, by the Assistant General Manager for the purpose of explaining to them the terms of the new Agreement. The committee explained that they did not approve of such a condition, because it was their belief that the purpose of the Agreement was to eliminate the colored trainmen from train service. A verbal protest was made by the committee, of no effect however, but the committee was made to understand that so far as the Management was conserned, all matters regarding working conditions would be adjusted fair and impartially. With the begining of the Agreement discrimination against colored trainmen begun. It so happened that some of the colored trainmen with sufficient seniority desired to fill positions of flagmen, as such a provision was incorporated into the Agreement presented to us by the Assistant General Manager. They were not allowed to work as such, this created a disagreement between the employes and Local Officials of the Railroad. The matter was handled from time to time with no results, and until today, colored men are not allowed to work as flagmen on passenger trains. Immediately after the Agreement was made effective all of the colored brakemen on some of the Divisions were re-examined on rules, they required to qualify as freight brakemen or flagmen, but was prohibited without a substantial reason, from working as flagmen. Article 3, of the new Agreement reads:---

> " When train or yard forces are reduced, men involved will be displaced in order of their seniority regardless of their color. When a vacancy occurs or new runs are created, senior men will have preference in choice of run or vacancy, either as flagman, brakeman, brakeman-porter or yardman. "

Under this rule, we held that we were entitled to positions of flagmen, just the same as the white trainmen, since we were all on the same seniority list and under the same Agreement. It was found that this flaging clause was worked to a great advantage to the white trainmen, in that they could hold their junior men on the flaging jobs and use their senior men to relieve the colored men from their jobs, this was done in many cases as will be shown in our statements and correspondence incorporated into exhibits hereto.

We are substantiated in our belief that the Committee represented by the Brotherhood of Railroad Trainmen had no good purposes in mind when they advocated for the Agreement in question, by reason of the following; which is a part of the Proceedings of the Brotherhood of Railroad Trainmen in session at Columbus Convention in August,1919, and reported in the Railroad Trainman of that date, page 577, under the title, " policy as to non-promotable employees, Fourteenth Day's proceedings," which reads:---

We your special Committee, appointed for the purpose of defining the policy of the Organization as to discrimination against our members and others in employment, continuity of service, and promotion, hereby recomend that the following be the established and fixed policy of our Brotherhood and that General Committees and Officers of the Organization be, and are hereby instructed to adhere

Immediately after the Agreement was made effective which blended the seniority of all trainmen employed on the Missouri Pacific Railroad, the Committee representing colored trainmen was called to the office of the Assistant General Manager, by the Assistant General Manager for the purpose of explaining to them the terms of the new Agreement. The committee explained that they did not approve of such a condition, because it was their belief that the purpose of the Agreement was to eliminate the colored trainmen from train service. A verbal protest was made by the committee, of no effect however, but the committee was made to understand that so far as the Management was conserned, all matters regarding working conditions would be adjusted fair and impartially. With the begining of the Agreement discrimination against colored trainmen begun. It so happened that some of the colored trainmen with sufficient seniority desired to fill positions of flagmen, as such a provision was incorporated into the Agreement presented to us by the Assistant General Manager. They were not allowed to work as such, this created a disagreement between the employes and Local Officials of the Railroad. The matter was handled from time to time with no results, and until today, colored men are not allowed to work as flagmen on passenger trains. Immediately after the Agreement was made effective all of the colored brakemen on some of the Divisions were re-examined on rules, they required to qualify as freight brakemen or flagmen, but was prohibited without a substantial reason, from working as flagmen. Article 3, of the new Agreement reads:---

> " When train or yard forces are reduced, men involved will be displaced in order of their seniority regardless of their color. When a vacancy occurs or new runs are created, senior men will have preference in choice of run or vacancy, either as flagman, brakeman, brakeman-porter or yardman. "

Under this rule, we held that we were entitled to positions of flagmen, just the same as the white trainmen, since we were all on the same seniority list and under the same Agreement. It was found that this flaging clause was worked to a great advantage to the white trainmen, in that they could hold their junior men on the flaging jobs and use their senior men to relieve the colored men from their jobs, this was done in many cases as will be shown in our statements and correspondence incorporated into exhibits hereto.

We are substantiated in our belief that the Committee represented by the Brotherhood of Railroad Trainmen had no good purposes in mind when they advocated for the Agreement in question, by reason of the following; which is a part of the Proceedings of the Brotherhood of Railroad Trainmen in session at Columbus Convention in August,1919, and reported in the Railroad Trainman of that date, page 577, under the title, " Policy as to non-promotable employees, Fourteenth Day's Proceedings," which reads:---

We your special Committee, appointed for the purpose of defining the policy of the Organization as to discrimination against our members and others in employment, continuity of service, and promotion, hereby recomend that the following be the established and fixed policy of our Brotherhood and that General Committees and Officers of the Organization be, and are hereby instructed to adhere

such policy and to take immediate steps to have same made effective:

That no non-promotable men will be employed in road or yard service, and that all General Committees be, and are hereby, instructed to immediately have Incorporated into the Schedule on each system or line of railroad a rule providing that no more non-promotable men will be employed.

Second; That thecontinuation in the service of inexperienced and irresponsible men, who jeopardized the safety of fellow employees is to be remedied and this menance removed as far as possible.

Third; That members of our Brotherhood will not be discriminated against in matters discipline and examinations.

Fourth; That no more men will be employed as, or promoted to, baggagemen, flagmen,or yard foremen who are not eligible for promotion to the position of conductor.

Fifth; That the practise of useing train porters to perform the duties of baggagemen, flagmen, or brakemen will be discontinued

Sixth; That any change in the past policy or practise relative to the eligibility of train and yardmen for promotion that has a tendency to, or in effect will, defeat the before-mentioned policy of the Brotherhood, will not be tolerated.

Seventh; All General Committees will be notified at once of the actions of this convention and will take immediate steps to have the policy of the Organization as thus defined made effective, and the president of the Grand Lodge will render assistance as is necessary, immediately upon request being received from such Committee, as will place this policy in effect.

The foregoing proceedings thoroughly explains the cause for the present Agreement on the Missouri Pacific Railroad, while it does not contain the non-employment clause, there has not been any colored men employed in freight service since the Agreement went into effect. Who would be considered non-promotable men ? It is plain to see who would not be considered as such, colored men, colored trainmen not, or could not be considered promotable men regardless of their experience or qualification. General conditions of the public would not permit such a procedure through the principal States through which the Missouri Pacific Railroad is operated. The Brotherhood of Railroad Train men in their Convention was not unmindful of this fact. Therefore it is reasonable to so construed that they had special reference to negro men in train service. Safety is not the supreme cause for the undue advantages which is being taken of these colored trainmen, these men have performed this class of sevice from 10 to 40 years, and they were not at any time without responsibility since their connection with the movement of trains. The Missouri Pacific Railroad or no other Railroad, has ever trusted a man in the movement of trains who was not in their openion fit for service, and able to protect Company property, himself and other employes and patrons.

to such policy and to take immediate steps to have same made effective:

That no non-promotable men will be employed in road or yard service, and that all General Committees be, and are hereby, instructed to immediately have Incorporated into the Schedule on each system or line of railroad a rule providing that no more non-promotable men will be employed.

Second; That thecontinuation in the service of inexperienced and irresponsible men, who jeopardized the safety of fellow employees is to be remedied and this menance removed as far as possible.

Third; That members of our Brotherhood will not be discriminated against in matters discipline and examinations.

Fourth; That no more men will be employed as, or promoted to, baggagemen, flagmen,or yard foremen who are not eligible for promotion to the position of conductor.

Fifth; That the practise of useing train porters to perform the duties of baggagemen, flagmen, or brakemen will be discontinued

Sixth; That any change in the past policy or practise relative to the eligibility of train and yardmen for promotion that has a tendency to, or in effect will, defeat the before-mentioned policy of the Brotherhood, will not be tolerated.

Seventh; All General Committees will be notified at once of the actions of this convention and will take immediate steps to have the policy of the Organization as thus defined made effective, and the president of the Grand Lodge will render assistance as is necessary, immediately upon request being received from such Committee, as will place this policy in effect.

The foregoing proceedings thoroughly explains the cause for the present Agreement on the Missouri Pacific Railroad, while it does not contain the non-employment clause, there has not been any colored men employed in freight service since the Agreement went into effect. Who would be considered non-promotable men ? It is plain to see who would not be considered as such, colored men, colored trainmen not, or could not be considered promotable men regardless of their experience or qualification. General conditions of the public would not permit such a procedure through the principal States through which the Missouri Pacific Railroad is operated. The Brotherhood of Railroad Train men in their Convention was not unmindful of this fact. Therefore it is reasonable to so construed that they had special reference to negro men in train service. Safety is not the supreme cause for the undue advantages which is being taken of these colored trainmen, these men have performed this class of sevice from 10 to 40 years, and they were not at any time without responsibility since their connection with the movement of trains. The Missouri Pacific Railroad or no other Railroad, has ever trusted a man in the movement of trains who was not in their openion fit for service, and able to protect Company property, himself and other employes and patrons.

C O R R E S P O N D E N C E

While the train porters are not conserned in this dispute, they are referred to in some of the correspondence incorporated herein, on account of the porter-brakeman clause, and the conditions as they existed at the time of such correspondence. Begining November 23,1920, we present copies as follows:---

C O P Y.

" PROTECTIVE ORDER OF RAILROAD TRAINMEN "

LWF/CCP:

Poplar Bluff,Missouri,
November 23,1920. File 0318.

Mr.E.C.Wills,Assistant Gen,Mgr.,
Missouri Pacific Railroad Company,
Railway Exchange Building;
Saint Louis,Missouri.

Dear Sir:-

Following our letter to you under date of November 22, we have been informed of a misunderstanding on the part of Division Officials at Little Rock, that is, they will not conceed to us full rights and privileges under the Trainmen's Schedule, basing their decision on that part of your instructions reading:---

> " I understand one of the matters which you desire information about is that a Colored Man has been denied a position as flagman on passenger trains 7 & ', on the Arkansas Division. It has not been the policy of the Railroad to use Colored men as flagmen on main line passenger trains. "

We admit that it has not been the policy of the Railroad to use Colored men as flagmen on main line passenger trains, and likewise it has not been the policy of the Railroad to use white men as porters on any of the trains. As we understand it, the present Agreement makes this possible by blending the seniority of all trainmen. This contention is only raised by the white trainmen, and is without a foundation. It the present Agreement is forced without discrimination, white trainmen will discontinue disturbing colored porters and in such a case, colored porters will remain on their jobs as they have always done. We hold that it would be an injustice to place us on the same seniority list with white trainmen, and require us to stand a re-examination before placing us on the list, and after being placed on the list, prohibit us from exercising seniority in certain positions. Furthermore, we cannot believe that it is your intention to discriminate against us in this way.

You has stated to us that we are to be governed under the Trainmen's Agreement, the Trainmen's Agreement do not discriminate, and if they can violate any part of the Agreement then we can see no reason for an enforcement of any part thereof. Until the Agreement, or Rule No 3, is changed, we have a specific right to contend for either of the positions named therein. According to the Agreement, white trainmen have no advantage of colored trainmen on the Missouri Pacific Rail-Roads

The Agreement provides equal justice for all trainmen regardless of their color, and no discrimination can be shown unless our rights under the Agreement be abridged. To abridge our rights under the Agreement, would in a sence, null the Agreement.

That you may have an in-sight as to our real contention in this matter, you may note the following:---

First; our only contention is, that we have a free privilege to exercise our seniority in any of the positions named in Rule No 3, our contention is based on the following rules which reads:--

2.

All men in train or yard service on Oct, 1st,1920 to be placed on one seniority list, regardless of color (this to include men filling positions of porter-brakemen, paid brakemen's rate), and men employed for future service, white men or negroes, will be required to qualify in accordance with Rule No 1, without distinction as to color.

3.

When train or yard forces are reduced, men involved will be displaced in order of their seniority regardless of their color. When a vacancy occurs or new runs are created, senior men will have preference in choice of run or vacancy, either as flagman, brakeman, brakeman-porter or yardman.

---------000----------

Inx rule No 2, it is specifically provided that on Oct, 1st,1920 all men in train or yard service to be placed on one seniority list, regardless of color, it further provides that said rule includes men filling positions of brakemen-porter, and that all men be required to pass uniform examinations, etc., This rule requires us to qualify for any of the positions named,therefore,we can see no substantial reason why we should have any less right to positions of flagmen than white trainmen when we are all under the same Agreement. In Rule No 3, it is provided that when a vacancy occurs or new runs are created, senior men will have preference in choice of run or vacancy, either as flagman, brakeman,brakeman-porter or yardman. Under Rule No 3, we are entitled to positions of flagmen,the same as white trainmen are entitled to position of porter-brakemen,if we are not entitled to positions of flagmen, the rule is of no effect,and white trainmen have no authority to displace us as porter-brakemen. We believe that it is the intention of the Management of the Missouri Pacific Railroad,that these rules work both ways, and unless they work both ways (meaning for white and colored alike), they have no right to be considered in any way. We respectfully request that y you give the Officials at Little Rock instructions,as it seems that some oneeis of the openion that it is the intent of the Management to discriminate against us in this matter. Some of us are waiting for orders to go to work on our assignments, but cannot go until you has given proper instructions. All that is necessary for you to say in this case as we see it, is that we are entitled to positions of flagmen if we are qualified.

We do not ask you to place men in positions they are not qualified to fill, our long years of train service have taught us the necessity of having qualified men in positions of flagmen or brakemen. It is just as much necessary for the front brakeman to be qualified as the rear, it becomes the duty of both to protect the train by flag at times. Flaging is not a promotion, if was there would a differential in the rates of pay. The only motive the trainmen can have for denying us positions of flagmen is to get us out of a job on the train. Their only hope to do this will be to relieve us on the front end of passenger trains with their senior men, and hold their junior men on the rear, we having no rights on the rear, will of course force us out of a job.

We cannot feel that it is the intention of the Company to discontinue our services, if it was, they would have done it in a different way. We therefore, ask the Management of the Missouri Pacific Railroad for a definate ruling on this flaging matter, as this seems now to be the only hitch. Hoping you will give us early consideration as we are still waiting for your decision, before certain assignments will be made.

Yours truly,

(Signed); Lewis W Fairchild,

Represenative of Colored Trainmen.

----------ooo----------

We did not receive a reply to the above letter, and the assignments referred to were not made. Discriminations continued to exist, over the system. We were verbally informed at the time by one of the Officials of the Brotherhood of Railroad Trainmen, that it was verbally understood between their General Chairman and the Management that colored men would be used as flagmen on passenger trains. We did not believe that such a verbal proposition would have, or could have any bearing on written Agreement. Several attempts were made by colored men with sufficient seniority to secure flaging jobs as they become vacant, but of no effect. In every case a junior white man was assigned. There has been some changes in the manner of governing a part of the system since that time, but on the districts where this dispute derives the conditions are still as they were at the time of this writeing. In view of the unreasonable conditions under which the colored trainmen were governed, we again conferred with the Management by letter under date of December 10th, 1920 in which we suggested referring the matter to the United States Railroad Labor Board for adjustment. To this letter we received the following reply:----

COPY.

MISSOURI PACIFIC RAILROAD COMPANY
Railway Exchange Building
Saint Louis.

E.C.Wills,
Assiatant General Manager.

Dec. 14th, 1920
File AW.

Mr.Lewis Fairchild,

Poplar Bluff,Mo.,

Dear Sir:

Your letter of the 10th:

The Agreement between the Missouri pacific Railroad Company and the Trainmen covers the employment, seniority and working conditions of brakemen on both passenger and freight trains. This rule provides the manner in which employes whose working conditions are prescribed thereby shall handle any matters in which they may feel aggfieved.

I assume you have a copy of the Agreement; if not, your Superintendant will give you one upon application.

I know of no disagreement with the Trainmen that should be referred to the Labor Board, and have no unadjusted matters which their General Chairman has advised that he desires to take before that body. I suggest that if you have any matters you cannot settle with your Trainmaster or Superintendant that you refer them to the Local or General Chairman of the Trainmen for adjustment.

Yours truly,

(Signed); E.C.Wills,
Assistant General Manager.

On February 16,1921 the Local Committee of the Colored Trainmen employed on the Valley and Louisiana Divisions, wrote the following joint letter to the General Officials of the Missouri Pacific Railroad Company. THESE ARE THE EMPLOYES NOW A PARTY TO THIS DISPUTE, AND THE DIVISIONS NAMED, ARE THE DISTRICTS REFERRED TO. See copy of their letter which reads:----

COPY.

Little Rock,Ark., Feb,16,1921.

Board of Directors,
New York City, N.Y.,

Mr.B.F.Bush,Pres,Mo.Pac.,
St.Louis,Missouri.

Mr. W.E.Brooks,Gen,Supt.,
Little Rock,Arkansas.

Mr. T.W.Collins,Supt.,
McGehee,Arkansas.

Mr. A.R.Taylor, Supt.,
Monroe,Louisiana.

Gentlemen:---

I desire to explain the existance of colored brakemen of the Ark-La., Divisions, since placed on the same seniority list with the Brotherhood of Railroad Trainmen:

First; they are being fulled off runs on both divisions and replaced by white men. On the E.&.G. branch, one man cannot be bumped by colored men; one on local freight on the E.&.G., one on through freight between Lake Providence and Ferriday.

A colored men on the E.&.G. local got hurt and went to the Hospital, and when he returned he was not allowed to go back on his run. A colored man layed off on the through freight, and when he returned he was replaced by a white man, and not allowed to go back on his run.

Colored switchman, Ben Davis on the McGehee yard, who has been there for years, received a " BLACK HAND LETTER," and was not allowed to go back on his foremanship job. Of course he preferred to take a day job in the yard where he could protect himself, his seniority was sufficient to hold a day job, but he was not allowed to exercise his right as foreman on a day job, he had to accept a job as helper. The following is a correct copy of a letter he received:---

COPY.

" NIGGER BEN DAVIS "

The space you occupy in McGehee is more desired than your person. As your condition will make your life short anyway, it would be a shame to make it any shorter.

Getting the wrong nigger before, will cause greater care in the future, your case in particular. If you think this is a "bluff" it would give us great pleasure to have you stay and call it.

(Never before was it necessary that such a letter as this to be presented).

We are being handycapped by allowing the Brotherhood of Railroad Trainmen's Local Chairmen to govern us instead of the Railroad Officials. When we go to the Railroad Officials for information, they send us to the Brotherhood of Railroad Trainmen's men, who have been fighting us here on the road for thirty years, knowing that there is no justice in them for us. They took us on the same seniority list with them October 1st,1920, with full rights to their Contract according to the four Articles. They have violated their own Contract, and have refused to take up any complaint with us where the Contract was violated.

IT IS AGAINST THE POLICY OF THAT ORDER TO HANDLE GRIEVANCES FOR NON-MEMBERS, COLORED TRAINMEN CANNOT BECOME MEMBERS OF THEIR ORGANIZATION.

We have made complaint to all of our lower Railroad Officials and showed them evidence where we are being mistreated, and they still contend for us to be referred to the Brotherhood of Railroad Trainmen for justice. They have hired sixty white Trainmen on these two Divisions, and we have been unable to get one colored man hired. We would like to get an Agreement on this hireing, as we are in the majority on this territory.

Since this new seniority went into effect, we have had seventeen men on different divisions to walk around from 30 to 40 days, seven to be pulled off from yard, and walk around; 44 days, 10 were pulled off in Alexandria yards, five of them walked around 30 days with younger men working in their places. We got the seven men in McGehee yards straightened, they worked about 15 days, then they pulled off eight more, since then they have put back two,men, and six are walking around now, waiting to be placed. The only remedy we can see for this is to have these men paid for the time they have lost, in this way we can find out who the guilty persons are, that are pulling these men off. This is the only way to break up the unfair treatment.

We have three men on the Louisiana Division who are being disqualified by our Trainmaster without any investigation according to Article 52,.These men's seniority extends from one to nine years, We colored brakemen have been in the employ of the Missouri Pacific Railroad Company 44 years, and have always been loyal to the Company during the time of strikes,. During the time of taking Liberty Bonds, we were more loyal than any others, and have never given the Company any trouble such as tieing up trains, or tieing up yards.

so much better record than the Brotherhood of Railroad Trainmen can show.

With this record, we need some consideration, we would ask you to have our Trainmasters and Superintendants to enforce Article 44, which relieves the Brotherhood of Railroad Trainmen of any responsibility of governing our men. This act would avoid all this trouble. If our lower Railroad Officials would live up to the Agreement, according to the present Contract there would not be any cause for us to annoy our higher Officials for justice. It is laid down to plain for any error to be made.

Bulletin No 3, Alexandria La., January 24th,-31st, stateing, R R.Ryan, Local Chairman of the Brotherhood of Railroad Trainmen, reading:-- Nothing but competent men will be assigned to above jobs. I dont know who gave Mr.Ryan his authority to put out a Bulletin like this, leaving room for flaws accepting jobs, and this bulletin had it been put out by the Trainmaster who is the proper authority, it would have avoided a dispute in the future. These bids were up Feb, 3,1921, and until the eight, no one has been assigned to them. Hoping you will see that every brakeman is assigned according to seniority.

Our General Superintendant, Mr. W.E.Brooks, has tried in every way to adjust this matter, but seemingly as soon as he leaves it starts over again in the same old form. He has gone to Alexandria and given instructions there, he has taken the matter up in every instance when complaint was made to him, but seemingly for some cause the Agreement is still broken. Always we have to suffer the blame. I was in Mr. C.M.Andrews Office on January 24th, and carried two men, experienced switchmen, and asked him to hire them, he told me that he did not need any that he had hired one the day before, and before I got out of the building he hired two white switchmen, which we claim is very unjust to us.

One switchman Robert Burks, made application to Mr. Andrews October 27th,1920, filled out papers and stood examination, and he was told by Mr.Andrews afterward that he did not need any switchmen, during the same time he was calling brakemen off of the road to switch in the yard, and doubling what switchmen he had. This proof can be obtained from the pay rolls in St.Louis, showing where these men did double. This man has been in his Office four or five times since, and asked for work, in each case he comes back with the same results, although he has hired five white switchmen.

Yours truly,

(Signed); John Shaw,
Local Chairman for Colored Trainmen.

----------ooo----------

The following is a letter from John Clark, President of Local No 20, Protective Order of Railroad Trainmen, having reference to the same district and discriminations against the colored trainmen. His letter reads:----

C O P Y.

Mcgehee,Ark., 9/6/21

Mr.Lewis W.Fairchild, Nat,Pres.,
Protective Order of Railroad Trainmen,
Poplar Bluff,Missouri.

Dear Sir:

These are the things that are happening to us from time to time, almost daily, 22 switchmen have been cut off and driven away, one has been shot to death in McGehee. We cannot charge this to any others than the white switchmen and brakemen, being on the same seniority list. We have always had this territory, to ourselves, and since they have made the straight seniority list, they have began to terrorize the colored men. A white man can bid in, a job in freight or passenger service, but the colored men have only one chance, and that is on freight trains. These things should be remedied, as early as possible, Hoping this will meet your full and hearty approval, advise if this is the required information.

John Clark, President,
Local No 20.

----------oOo----------

Now in the McGehee yards, that was covered with colored switchmen only, it should be up to them to know whether or not, they were making enough time to properly compensate them without another organization which has no members on the yard at that time, meeting without the presents of the colored switchmen who were involved, and deciding that it was necessary to cut the switchmen's board, in order that such remaining switchmen could make amount of time sufficient to sustain them. These colored men were working there in peace and harmony, they were all making sustaining wages, and was satisfied. They cut the board 14 men, and on the same day the cut was made, hired 14 white men in their places. This is a complete manefestation of the object and purpose of the New Agreement.

Under Agreement, the Trainmaster or Superintendant and the Local Chairman, have Jurisdiction over the district extra boards, and the Trainmaster will, upon instructions from the Local Chairman, cut the boards to such a number as to insure all extra men of a reasonable amount of work. This is reasonable however, and no complaint is made of the rule, so long as it is applied within the bounds of reason and not for unfair purposes. In many cases since the new Agreement become effective, the boards were cut when the service of the men were needed, this fact is established by reason of the immediate employment of white men in the positions where colored men were cut off. Such as the case of the 14 men in McGehee yards, referred to above.

Shortly after the Agreement went into effect, the following grievance was received from the Louisiana Division. This is an example of what constantly takes place over this district since the new Agreement has been effective:---

C O P Y.

Mr. Lewis W Fairchild, President,
Protective Order of Railroad Trainmen,
Mr. John Shaw, Local Number 21.
No 2651 Adams Street,
St. Louis, Missouri.

Gentlemen:--

Herewith are the names and seniority of each man held out of service on the Alexandria board, claiming cause for so doing that they have failed to pass the Texas and Pacific Railroad's Manuel Block Examination. Their names are as follows:---

Will Swim,	1909,	Colored Brakeman.
W. C. Jones,	1915,	Colored Brakeman.
E. Jenkins,	1913,	Colored Brakeman.
Fred Cloud,	1915,	Colored Brakeman.
F. W. Watson,	1920,	Colored Brakeman.
A. Ross,	1915,	Colored Brakeman.
Joe Conant,	1920,	Colored Brakeman.
A. L. Nard,	1920,	Colored Brakeman.
C. McFall,	1920,	Colored Brakeman.
Wm. Modique,	1920,	Colored Brakeman.

This block system was in effect on the Texas and Pacific, these men was subject to be called to run over the Texas and Pacific at times, thus they are held out of service without being given a chance to get posted on the rules of that road. They could however, be working on their own territory as at all times before.

Rufus Reed, Local Chairman,
Protective Order of Railroad Trainmen.

----------ooo----------

We believe however, that it is the intent of the Management of the Missouri Pacific Railroad Company that their colored colored train service employes be justly dealth with, but as the government of these employees are not altogether in the hands of the Railroad Officials, there has been quite a complication created. A certain portion of the government of these employes are in the hands of the represenatives of the Brotherhood of Railroad Trainmen, and of course, colored men cannot become members of that Organization therefore, many un-due advantages are being taken of them.

The following statement comes from a colored brakeman on the Louisiana Division, Henry Allen, February 15th, 1922.

S T A T E M E N T.

The colored was all taken off the extra board at Alexandria, and placed on the extra board at Monroe. The Alexandria board was then filled out with white men. Then the Monroe board was cut below its capasity, and then filled with white men. By so doing there was 14 colored men wiped out altogether.

The extra board at Collinston was done away with altogether, and re-established at Eldorado. We lost all but one man in that deal. There was some runs posted on the joint track, which was bid in by some of our men, but we were not allowed to be placed on the board. Four of our men made a few trips on the joint track, and was doing so well that they was shot at by Missouri pacific Trainmen.

We had one man one a work train tieing up at Pollock along with a white man, after being on the run about ten days, the rest of the crew did not come to the coboose that night. And I must say, sent a number of men to tell him that he could not stay in Pollack.

We also had one man on the Oakdale switcher, after making a few days, was told by a number of white men that he had a white man's job, and that he could not stay on it. We know this was done by the Brotherhood of Railroad Trainmen's members, for we have been here for years, and the people are aquainted with us.

I must say that the Yardmasters are all members of the Brotherhood of Railroad Trainmen, and it is quite natural that they will give their fellow men the best of it, all the way th rough. The trouble in McGehee yards was only to drive the negro out, there are two runs Conductors are holding, that they only made a few trips on, THIS IS ONLY TO SHUT THE NEGRO OUT.

After our men were moved from Alexandria, they made all vacancies occur there so that they could be filled with white men. We had no one to take this trouble to, the Trainmaster and Mr.A.R.Taylor, Superintendant, told us that the Brotherhood of Railroad Trainmen was handling the men and that they could not help us.

Submitted by, Henry Allen, Brakeman.

----------ooo----------

S T A T E M E N T.

C O P Y.

McGehee, Ark., February 20,1922.
Mr.Lewis W Fairchild, Nat, Pres.,
Poplar Bluff,Missouri.

Dear Sir:-

Local Presidents and Members of Locals Nos 20 & 21, McGehee and Monroe; We as colored brakemen, switchmen and Engine Foremen, on Valley and Louisiana Divisions between Little Rock and Alexandria and the branches and yards thereof.

After duly considering conditions now existing among the employees, and finding difference between the present conditions, and conditions that existed prior to October 1st,1920, we are forced to say that we cannot get a square deal account of blended seniority, and amendments taken effect October 1st,1920. Up to that time all was colored brakemen and switchmen between Little Rock and Alexandria, the branches and yards thereof, since that time all of the Engine Foremen have been discharged, and all of the helpers except a few in McGehee yards. Monroe yards have two engine foremen and about six helpers Alexandria yards are white complely. Since the blended seniority and certain Agreements taken effect October 1st,1920, peace and harmony have ceased among our Local Officials, such as Trainmasters, Yardmasters and Division Superintendants.

EXHIBIT NUMBER ONE.

has discharged brakemen and switchmen without investigation.

We have time and again called the officials attention to certain matters and no consideration would be given us, we have taken matters to our General Superintendant Mr.W.E.Brooks, Little Rock,Ark., such as cases of Otto Anderson, and L.Banks, colored brakemen, having orders from Mr.W.E.Brooks to put these two men back on the board and keep them on the board as long as there is any men on the board younger than they. These two men were put back and stayed two or three days, then the Trainmaster's Clerk in McGehee took their names off the board, and never said for what cause., leaving several white men on the board that were younger than any of the 42 (forty-two) colored men cut off.

J.A.Evans, with seniority from 1920,holding regular run on Nos 308 & 309,between Ferriday and Lake Providence,with Conductor J.E.King,this man has held this run over a year,and the Trainmaster will give us orders to be placed on this job,and leave it to the Agent at Ferriday to place us. Nat Mason has been on the opsite run for eight year was bumped by a senior man,who held an order to bump the white man, but the Agent rejected. Forty-two men cut off,(colored),and 37 white men was---immediately hired, time and again these men made application to the officials of the railroad for reinstatement into service,but no consideration was given them,.

There was a run put on between Monroe and Alexandria, Caboose No 300,and a white crew has been placed on the run,this has been over six months ago,this run has never been advertised according to the Trainmen's Schedule,nor will they let any of us who are senior to them bump them. McGehee board was cut a few days ago and the white men were removed from McGehee board to Monroe board,and an equal number of colored men were cut off.They shift the white men from one board to another and claim they are cut off.

Trains Nos 147 & 148, was advertised,specifications were made for certain color of trainmen to bid on the job,this run is on the colored district. The bulletin reads, WHITE ONLY. We are handled in the following manner; when a run is created,or become vacant, if a white man catches the run he will be permitted to hold it until the regular man returns,except passenger runs on the Louisiana district,and runs Nos 147 & 148,on which a white will be placed regardless of the length of time the regular man is off.

Conductor Barton on M.R.H.&.W.,Ry., from Luna to Crosett wired McGehee for an extra man account one of his crew took sick, Mr J.J. Simmons Yardmaster, wired him to work E.A.Porter, an Engineer's Son, who was not even employed in train service, and had never been employed. He was a porter at the Station at Lake Village, the McGehee extra board had ten men on it at the time.

EXHIBIT NUMBER ONE.

I am enclosing you a list of names of men (white) who were supposed to have been cut off, and has been transferred from McGehee to other boards on the same district, (the star opsite their names represents men claimed to be cut off the board, and are still working).

J.H.McComick	*	3-11-1920.
C.J.Boyett	*	8-13-1921.
C.W.Kissell	*	8-20-1921.
J.L.Olden	*	8-25-1921.
W.H.Tigpen	*	8-23-1921.
A.M.Harverten	*	4-21-1921.
F.Roberts	*	7-30-1921.
E.C.Porter	*	5-25-1921.

Our youngest extar brakeman (colored) on the board is 1918, and some of them were cut off. These are positive facts, that can be proven by the St.Louis pay rolls, they are working, some of them.

We hope this will be assistance to you in producing evidence in this dispute.

Yours truly,
(Signed); John Clark,
President, Local Number 20, McGehee, Ark.,

President, Local Number 21, Monroe, La.,

----------ooo----------

C O P Y.

H.L.Bayers,	11- 6-1920.
J.N.Mercer,	11- 8-1920.
J.B.Sands,	3- 4-1921.
W.L.Cowles,	3-11-1921.
E.M.Jett,	3-31-1921.
C.L.Carlin,	4-12-1921.
W.H.Morrison,	5-20-1921.
R.L.McCay,	6- 7-1921.
C.W.Winsett,	10-26-1921.
H.M.Katterjohn,	11- 7-1921.
C.L.Tyrell,	11-30-1921.

These are extra switchmen at McGehee, ALL WHITE.

----------ooo----------

C O P Y.

Bulletin.
North Little Rock,
Little Rock,
McGehee,
Monroe,
Alexandria,
Collinston,
Oakdale,
Lake Charles,
Gurdon,
Felsenthal,

McGehee, Ark., June 6,1921.

EXHIBIT NUMBER ONE.

Eldorado,
Ferriday,
Vidalia,
Lake Providence,
Epps,
Warren,

Bids in writing will be received until midnight June 6th, for one white flagman, trains Nos, 147-148, between McGehee and Epps, vice, W.S.Smith.

Bids in writing will be received until midnight June 6th, for one through freight brakeman between McGehee and Jones, Caboose No 604, vice, A.W.Watkins.

J.J.Sommons,
Local Chairman, B.of R.T., 162.

----------ooo----------

The above copy plainly shows in just one instant where that the officials of the Brotherhood of Railroad Trainmen have themselves asked for equal justice, and at the same time discriminate against colored men in the same class of service. The above bulletin reads, for one white flagman; Article 47, of the Trainmen's Agreement, Section (a) reads:---

" Senior baggagemen or brakemen will be given choice of runs, when positions becomes vacant, all vacancies to be advertised for ten days. "

Section 3, of the New Rules reads:---

" When train or yard forces are reduced, men envolved will be displaced in order of their seniority regardless of their color. When a vacancy occurs or new runs are created, senior men will have preference in choice of run or vacancy, either as flagman, brakeman, brakeman-porter or yardman. "

In the foregoing we have cited instances where the extra board at McGehee and other places over this district, have been cut, and junior white men retained in service elsewhere, and colored taken out of service entirely, which is strictly against the provisions of the Trainmen's Agreement on the Missouri Pacific Railroad. At the present as shown above, there are eight white men working, (transferred), claimed to be cut off, and the senior one of them is two years junior to the junior colored man, (the colored however, was cut off, account of dull season), this is what they claim. All of these actions are in violation to the Trainmen's Schedule, All Divisions of the Missouri Pacific Railroad except the Districts now in dispute (Valley and Louisiana), are now considered strictly white brakemen's Districts, no colored men can hold rights thereon. There was more than one hundred colored brakemen removed from the seniority lists on the (white) Districts, by Agreement between the General Chairman of the Brotherhood of Railroad Trainmen and the Assistant General Manager. We hold that the General Chairman had no more right or authority to force the colored men off of these districts, than he had to force any other Trainmen covered by the Train men's Agreement. We do not believe that the Labor Board had any such purposes in view

EXHIBIT NUMBER ONE.

in its Decision No 119, where it is provided that a majority of any class of employees may designate the organization which shall make an Agreement which shall cover all employees in such craft or class.

The principal of our disagreement with the railroad, and the matters that are unadjusted, are as follows:--

First:-- When the colored brakemen was removed from the seniority lists over parts of the system, white brakemen should have been removed from the before established colored d stricts.

Second:-- We should either be covered fully by the Trainmen's Agreemat or not effected by it at all.

Third:-- If it is consistant for the white trainmen to hold districts restricted to white brakemen only, it is consistant also for the colored brakemen to work on a district to themselves.

Fourth:-- If white trainmen will contend for rights over the colored districts, they should at least, consent for the colored trainmen to have the same privileges over said districts as they assume.

Fifth:-- On these districts the colored trainmen are largely in majority their committee should have a voice in the affairs effecting the enternal working condotions ~~thereon~~ thereon.

Sixth:-- n The committee represented by the Brotherhood of Ra lroad Trainmen has used their authority on these districts, in representation to a great advantage to themselves and their fellow members, and to an open disadvantage to Negro Trainmen, who by reason of color cannot become members of the white trainmen's union. This action is in conflict with the provisions of Decision No 119, and should as a matter of right disqualify them as the represenatives of colored trainmen on the districts in dispute.

----------ooo----------

The above matters cannot be adjusted between the represenatives of the colored trainmen, and the Management of the Missouri Pacific Railroad. Therefore, it was agreed that same be submitted to the Labor Board for adjustment, believeing that the Board would, in the execution of its duties, render a decision that would provide equal justice for all conserned in this dispute.

----------ooo----------

EXHIBIT NUMBER TWO.

Statements showing how several colored trainmen have been forced out of the Railroad's service on the account of restrictions or discrimination in the exercise of seniority.

----------ooo----------

In this exhibit we shall indeavor to produce substantiating proofs, showing that the colored brakemen and switchmen have been removed and are still being removed from service on the account of their color, not in order of their seniority as provided for in the Agreement. If there was no white switchmen or brakemen on this district, as has been the condition at all times prior to the Agreement of 1920, There would be no cause to abridge the rights of these colored employes in the matters of reduction of force, as there would only be colored men used in these positions. It is absolutely impossible on these districts for the Negro to receive just and fair consideration, so long as white men are used in the same positions, and on the same districts. These men worked on this district more than forty (40) years, there was never any trouble regarding them being on white men's jobs, it was generally considered by everybody that these were Negro's jobs, because the Company had made choice of these districts to use colored brakemen and switchmen. Just one year of blended seniority, causeing a few white men to be used on these districts, has caused many unpleasent matters to occur, also many well trained experienced colored brakemen and switchmen to be out of jobs unjustly.

C O R R E S P O N D E N C E.

C O P Y.

North Little Rock, Ark., 3-1-22.

Mr. Lewis W Fairchild,

Dear President:-

I am sending herewith the names of a few of the men (switchmen), that are cut off the extra switchmen's board at McGehee, yards. Was off 12-8-1921, and have asked to be placed back to work but, have not as yet been able to get back. All of these men have never left McGehee, and can be reached most at any time. I know some of them that have some papers showing where they have been in conference with some of the Officials conserning them getting back to work, but no results yet. All of these men are older than the white men that are now on the extra switchmen's board at McGehee. (the colored switchmen cut off the board are as follows):

Claude Ellis.
Louis Counts.
Lutha Wise.
Marcus Standfield.
Henry Green.
Wiseman Burton.
Willis Wren.
Searar Sawyer.

Acie Oliver.
Marshal Harris.

Yours as ever,

(signed); Johnm Clark, President,
Local No 20,
710 Locust Street,
North Little Rock, Arkansas.

----------oOo----------

SENIORITY LISTS.

We place in this exhibit for information of the Labor Board the following seniority lists, begining November 23,1920, just after the new rules went into effect; up to and including October 22,1921, colored brakemen are designated herein by the letter (C), white brakemen are designated herein by the letter (W).

SENIORITY LIST OF BRAKEMEN ON VALLEY-La,DivXs,
November 23-1920.

1.	Trimble Ike,	(C)	10-26-83.	69.	Johnson Sam,	(C)	6-12-07.
2.	Garland M.M.,	(C)	4-12-89.	70.	Haynes Sam,	(C)	7- 7-07.
3.	Church Dick,	(C)	11-20-90.	71.	Williams Tom,	(C)	7-15-07.
4.	Summers Lawrence,	(C)	7-31-91.	72.	Ellis Milton,	(C)	8-26-07.
5.	Robison Joe,	(C)	8-13-92.	73.	Smith Ike,	(C)	9- 1-07.
6.	Taylor Rufus,	(C)	10- 8-92.	74.	Powell Will,	(C)	9- 2-07.
7.	Antoine F,	(C)	10-30-95.	75.	Fortenberry Geo,	(C)	9- 6-07.
8.	Kyle Walter,	(C)	12- 2-95.	76.	Knapp I.E,	(W)	10- 1-07.
9.	Kendrik Tom,	(C)	1-16-97.	77.	Welch Bryan,	(C)	10-10-07.
10.	Reed Rufus,	(C)	2-15-97.	78.	William Geo,	(C)	11- 8-07.
11.	Kendrix Jim,	(C)	3-19-97.	79.	Reed James,	(C)	12- 1-07.
12.	Williams John,	(C)	6- 1-97.	80.	Payne Charley,	(C)	2-15-08
13.	Rensen M.C.,	(W)	6-10-97.	81.	Stetzler R,	(W)	2-22-08.
14.	Johnson Saddie,	(C)	8- 7-97.	82.	Dyer P.M.,	(W)	8- 1-08.
15.	Longley Dave,	(C)	9-23-97.	83.	Williams M,	(C)	11- 7-08.
16.	Peacock Sam,	(C)	10-18-97.	84.	Carnan A.N.	(W)	1- 1-09.
17.	Green Frank,	(C)	11-12-97.	85.	Johnson Lum,	(C)	1-21-09.
18.	Turner G.W.	(C)	12-12-97.	86.	Foster C.C.	(C)	1-26-09.
19.	Williams L.	(C)	12-12-97.	87.	Davis J.F.	(C)	4-28-09.
20.	Como Will.	(C)	1- 1-98.	88.	Swim Will.	(C)	2- 1-09.
21.	Banks L.	(C)	1- 1-98.	89.	Knapp L.M.	(W)	9- 5-09.
22.	Govan A.	(C)	2- --98.	90.	Dixon John.	(C)	9-11-09.
23.	Doley H.	(C)	3-12-98.	91.	Redding L.	(W)	9-25-09.
24.	Merman N.	(C)	8-25-98.	92.	Turner Jackson.	(C)	10- 6-09.
25.	White R.	(C)	9-11-99.	93.	Moore Jim.	(C)	1-18-10.
26.	Belt Albert.	(C)	10-27-99.	94.	Butler F.	(W)	1-23-10.
27.	Graves Wesley,	(C)	3-26-00.	95.	Thomas A.	(C)	2- 6-10.
28.	Macon Sam.	(C)	10- 1-00.	96.	Williams W.R.	(C)	3-21-10.
29.	Bymum Boots,	(C)	11-14-00.	97.	Lewis E.	(C)	5-17-10.
30.	Jenkins Bob.	(C)	1- 1-01.	98.	McNeely John.	(C)	7-13-10.
31.	Brame R.	(C)	1-11-01.	99.	Alford J.W.	(W)	8-23-10.
32.	Anderson Sam.	(C)	3-29-01.	100.	Jacko E.W.	(C)	8-25-10.
33.	Stephens J.R.	(C)	6-27-01.	101.	Crawford H.G.	(W)	9- 1-10.
34.	McCoo H.	(C)	1-28-02.	102.	Wilkins A.W.	(W)	9-17-10.
35.	McGehee O.J.	(C)	6- 7-02.	103.	Tidwell Tom.	(C)	10-10-10.

36. Williams Jeff. (C) 9-25-02.
37. Clark John. (C)11- 8-02.
38. Parker Dick. (C)11-28-02.
39. Washington C. (C)12-27-02.
40. Jefferson Geo. (C)12-30-02.
41. Beard Frank. (C) 3- 3-03.
42. Lewis Jim. (C) 3-24-03.
43. Joseph H. (C) 3-21-03.
44. Towns Pete. (C) 4-11-03.
45. Baine E.D. (C) 7-15-03.
46. Washington Sam. (C) 9-24-03.
47. Kennedy L.W. (W) 8-12-03.
48. Dodson Lee. (C)12- 3-03.
49. Gibson Will. (C)12-28-03.
50. Mold Ernest. (C) 1-30-04.
51. Bradley Lint. (C)10- 1-04.
52. Jones J.S. (C)10-10-04.
53. Ferrand Joe. (C) 1- 1-05.
54. Lenord H.L. (C) 1-21-05.
55. Phillips John. (C) 2- 1-05.
56. Sledge Josh. (C) 2-21-05.
57. Williams A. (C) 4- 1-05.
58. Kidd Dave. (C) 7- 1-05.
59. Nickerson Will. (C) 8-10-05.
60. Williams E.W. (C) 1-28-06.
61. Williams Alf. (C) 3- 1-06.
62. Nicks F.H. (C) 9- 6-06.
63. Hilton Jack. (C)10-11-06.
64. Mitchell E.H. (C)10-31-06.
65. Reed John. (C)10-31-06.
66. Stakes N.Y. (C) 3- 2-07.
67. Hill Lum. (C) 4- 3-07.
68. Allen Henry. (C) 5- 8-07.
137. Turner Alex. (C)11-19-12.
138. Young Rich. (C)12- 4-12.
139. Fullington V. (C)12-17-12.
140. Adams F.D. (C)12-17-12.
141. Scott Hersen. (C) 1- 1-13.
142. Reed Fate. (C) 1- 6-13.
143. Johnson Henry. (C) 2-6 -13.
144. Walker Dan. (C) 3-10-13.
145. Hall Frank. (C) 4-10-13.
146. Meeks L.F. Sr. (W) 5- 1-13.
147. Lyons Geo. (C) 5-10-13.
148. Mansfield Booker. (C) 6- 6-13.
149. Wilson John. (C) 6-26-13.
150. Jinkins E. (C) 7-20-13.
151. Robinson E.L. (C) 7-31-13.
152. Thompson G.B. (C) 8- 4-13.
153. Burrell Will. (C) 8- 7-13.
154. Boswell Jim. (C) 9- 2-13.
155. Adams W.J. (C) 9- 3-13.
156. Westerfield E. (W) 9-25-13.
157. Harris Will. (C)10- 2-13.
158. Penoe Lee. (C)10- 5-13.
159. Lewis Will. (C)10-12-13.
104. Savanah H.L. (C)10-17-10.
105. Clark Robert. (C)10-21-10.
106. Barber Jim. (C)10-22-10.
107. Tate Floyd. (C)11- 7-10.
108. Harris Parcal. (C)12- 3-10.
109. Bankhead J.H. (C)12-21-10.
110. Holmes Dan. (C) 1-12-11.
111. Witherspoon L. (C) 2-13-11.
112. Trotter W.E. (W) 2-21-11.
113. Henderson Jim. (C) 3-21-11.
114. Newsom R.S. (C) 3-27-11.
115. Brown W.L. (W) 4-11-11.
116. Shaw John. (C) 8- 7-11.
117. Nelson Bob. (C) 9- 9-11.
118. Stark Geo. (C) 9-15-11.
119. Fletcher C.C. (W)10-10-11.
120. Letson T.J. (W)10-11-11.
121. Waddell J.H. (W)10-27-11.
122. Chance W. (W)11- 3-11.
123. Robenson Henry. (C)11- 9-11.
124. Isabell G.W. (W)12-29-11.
125. Bragg R.N. (C) 1- 1-12.
126. Johnson P. (C) 2-10-12.
127. Butler G.I. (W) 7-16-12.
128. Reeves Walter. (C) 7-21-12.
129. Jones Frank. (C) 7-22-12.
130. Stewart J.B. (W) 8- 6-12.
131. Jones Dosey. (C) 9- 8-12.
132. Tarpley S.F. (W) 9-13-12.
133. Davis Fred. (C) 9-17-12.
134. Fortune Cecil. (C) 9-24-12.
135. McCaney Lewis. (C)10- 6-12.
136. Daniels Henry. (C)11- 1-12.
206. Tilman Roach. (C)10-16-16.
207. Devitt B.M. (W)11-17-16.
208. Carahan R.E. (W)12-25-16.
209. Tucker Buck. (C)12-25-16.
210. Lovejoy N.H. (C) 5-15-17.
211. Tinker I.T. (W) 5-26-17.
212. Hutt J.J. (W) 6- 6-17.
213. Channell E.H. (W) 6-16-17.
214. Collins F. (C) 8-17-17.
215. Mills J.M. (W)10-12-17.
216. Wilson J.W. (W)10-20-17.
217. Gentry T.J. (W)10-21-17.
218. Webb J.T. (W)10-25-17.
219. Dyson E.C. (W)10-30-17.
220. Miller Will. (C)11- 9-17.
221. Hilton John. (C)11-12-17.
222. McClendon Will. (C)11-22-17.
223. Johnson Malcomb. (C) 1- 5-18.
224. Montgomery J.D. (W) 2-13-18.
225. Kelley W.A. (W) 4-20-18.
226. Ellis N. (C) 4-20-18.
227. Walker Jesse. (C) 5-10-18.
228. Todd Will. (C) 5-27-18.

160.	Jones Benny.	(C)11- 8-13.	229.	Myers Will.	(C) 5-27-18.
161.	Hamilton H.E.	(W)11-16-13.	230.	Thornton Jim.	(C) 6- 6-18.
162.	McClain Jones.	(C)12-10-13.	231.	Jackson Tom.	(C) 6-16-18.
163.	Gibbert Tom.	(C) 2- 9-14.	232.	Kidder A.J.	(W) 6-21-18.
164.	Witers James.	(C) 2-10-14.	233.	Crook C.L.	(W) 6-27-18.
165.	Hargrove A.	(C) 2-14-14.	234.	Green Will.	(C) 7- 3-18.
166.	Slocum T.A.	(W) 3- 5-14.	235.	Doswell Jim.	(C) 7-23-18.
167.	Noris Robert.	(C) 3- 9-14.	236.	Reed Nathan.	(C) 8-17-18.
168.	Jones W.	(C) 4-23-14.	237.	Scott R.	(C) 8-31-18.
169.	McCoy M.	(W) 6-11-14.	238.	Banks Lenord.	(C) 9- 3-18.
170.	McCoy H.	(C) 7-11-14.	239.	Williams C.W.	(W) 9- 5-18.
171.	Hunley John.	(C) 8-29-14.	240.	Goodman B.S.	(W) 9- 5-18.
172.	Cuningham Henry.	(C) 9-22-14.	241.	Nash Alf.	(C) 9- 5-18.
173.	Rainwater T.	(W)10- 2-14.	242.	Oliver Natt.	(C) 9- 5-18.
174.	Mason Natt.	(C)12-14-14.	243.	Burton Will.	(C) 9- 7-18.
175.	Dernette Roy.	(C)12-18-14.	244.	Robertson Will.	(C)9- 7-18.
176.	Hogg Jerry.	(C) 1-20-15.	245.	Boyd Chas.	(C) 9-13-18.
177.	Booth F.	(C) 2- 1-15.	246.	Anderson Otto.	(C) 9-15-18.
178.	Carlson R.I.	(W) 9-12-15.	247.	Tallup C.L.	(W) 9-18-18.
179.	Williams Sam.	(C)10- 2-15.	248.	White C.G.	(C) 9-19-18.
180.	Henderson L.	(C)10-10-15.	249.	Holliman Alex.	(C) 9-22-18.
181.	Cloud Fred.	(C)10-24-15.	250.	Walters J.H.	(W) 9-30-18.
182.	Jones T.T.	(W)10-30-15.	251.	Murray J.R.	(W)10-12-18.
183.	Brown L.A.	(W)11- 3-15.	252.	Keith Ed.	(W)10-16-18.
184.	Ross A.	(C)10-30-15.	253.	Alexander W.	(C)10-20-18.
185.	Parker Cleve.	(C) 1- 1-16.	254.	Parschal Fate.	(C)10-22-18.
186.	Fluellon Bob.	(W) 1-11-16.	255.	McCormick A.	(C)11-23-18.
187.	Slocum W.E.	(W) 1-15-16.	256.	Quinn Geo.	(C)12- 5-18.
188.	Ragland S.M.	(W) 1-20-16.	257.	Wright Isom.	(C) 1- 1-19.
189.	Jones W.C.	(C) 2-20-16.	258.	Quinn D.R.	(W) 5-10-19.
190.	Summers Lonnie.	(C) 4- 4-16.	259.	Harnish C.E.	(W) 6-11-19.
191.	Ethridge J.B.	(W) 4- 6-16.	260.	Mathis E.C.	(W) 7- 5-19.
192.	Mathis B.S.	(W) 4- 7-16.	261.	Att R.	(W) 7-29-19.
193.	Summers Jessie.	(C) 5-21-16.	262.	Bell G.W.	(W) 7-30-19.
194.	Filmore Geo.	(C) 6-16-16.	263.	McCauley. E.S.	(W) 8-23-19.
195.	Hobson Joe.	(C) 7- 7-16.	264.	Cox John.	(C)10-28-19.
196.	Swain C.S.	(W) 7-14-16.	265.	Hix Henry.	(C)10-29-19.
197.	Jones Robert.	(C) 8- 1-16.	266.	Cox Percy.	(C)11-28-19.
198.	Smith W.S.	(W) 8-25-16.	267.	Janison C.	(C)12-22-19.
199.	Arther J.R.	(W) 9- 4-16.	268.	Rose Ed.	(C)12-27-19.
200.	Smith O.G.	(W) 9- 4-16.	269.	Swayer Wm.	(C) 1- 3-20.
201.	Cox Jas.	(C) 9- 7-16.	270.	Williams P.	(C) 1- 5-20.
202.	Hawthorne R.T.	(W) 9- 9-16.	271.	Logan Billie.	(C) 1- 7-20.
203.	Coffey Hughey.	(C) 9-15-16.	272.	Fisher Jesse.	(C) 1-26-20.
204.	Johnson Ellis.	(C) 9-19-16.	273.	McDade Fred.	(C) 1-27-20.
205.	Manning W.B.	(W) 9-23-16.	274.	Mills Henry.	(C) 2- 2-20.
			275.	McWill C.W.	(C) 2- 3-20.
276.	Ward A.L.	(C) 2- 5-20.	277.	Crannon E.	(C) 2-26-20.
278.	Carter Chancy.	(C) 2-20-20.	279.	Macon Fred.	(C) 2-25-20.
280.	Williams W.	(C) 3-10-20.	281.	Johnson Elbert	(C) 3-20-20.
282.	Dennis A.	(C) 4- 4-20.	283.	Roberson R.	(C) 4- 6-20.
284.	Bagge N.O.J.	(C) 4-20-20.	285.	White Jno.	(C) 4-29-20.
286.	Taylor D.	(C) 4-15.20.	287.	Winston Will.	(C) 4-26-20.
288.	Hill Alfred.	(C) 5-20-20.	289.	Clay S.	(C) 5-28-20.

290.	Jones Henry.	(C) 6- 8-20.	291.	Sanders Warren.	(C) 7- 1-20.
292.	Wilson Walter.	(C) 7-15-20.	293.	Reinhardt H.L.	(W) 8- 2-20.
294.	Newman John.	(C) 8- 2-20.	295.	Richmond A.	(C) 8- 8-20.
296.	Halliburton H.C.	(C) 8-22-20.	297.	Modigul Wm.	(C) 8-24-20.
298.	Beatty C.B.	(C) 9- 6-20.			

M.F.Weeks, W.E.Romine,
J.R.Gilhula, G.W.Griffing,
C.M.Andrews, J.T.Watson.
Trainmasters:

----------oOo----------

The above list is the first seniority list posted after the blended seniority rule went in to effect. We find that on this list sixty nine (69) white brakemen is shown, and two hundred and twenty-nine colored brakemen. The colored switchmen's lists are not shown , however, it would be safe to say at this time, there was not less than fifty (50) colored switchmen on the yards. These white brakemen was employed on a white district, this district being under the supervision of one Superintendant at the time of the new Agreement, they were therefore placed on the list with the colored brakemen.

The following list was posted July 1st,1921, which reads:-

MISSOURI PACIFIC RAILROAD COMPANY
Office of Trainmaster
Louisiana Division.

Brakemens Seniority List:

1.	Trimble Ike.	(C)10-23-83.	52.	Nimmo Will.	(C) 2- 2-05.
2.	Garland M.H.	(C) 4-12-89.	53.	Sledge Josh.	(C) 2-21-05.
3.	Church Dick.	(C)11-12-90.	54.	Williams Anderson	(C)4- 1-05.
4.	Summers L.	(C) 7-13-91.	55.	Kidd Dave.	(C) 7- 1-05.
5.	Roberson Joe.	(C) 9-15-92.	56.	Nickerson Will.	(C) 8-10-05.
6.	Taylor Rufus.	(C)10- 5-92.	57.	Williams W.W.	(C) 1-28-06.
7.	Kyle Walter.	(C)12- 2-05.	58.	Williams Alf.	(C) 3- 4-06.
8.	Kendrix Tom.	(C) 1-16-97.	59.	Hilton Jack.	(C)10-11-06.
9.	Reed Rufus.	(C) 2-15-97.	60.	Mitchell E.H.	(C)10-31-06.
10.	Kendrix Jim.	(C) 3-19-97.	61.	Reed John.	(C)10-31-06.
11.	Williams John.	(C) 6- 1-97.	62.	Stokes Henry.	(C) 3- 2-07.
12.	Hanson H.O.	(W) 6_10-97.	63.	Hill Lum.	(C) 4-30-07.
13.	Johnson Saddie.	(C) 8- 7-97.	64.	----------	----------
14.	Longley Dave.	(C) 9-23-97.	65.	----------	
15.	Peacock Sam.	(C)10-18-97.	66.	Allen H.Y.	(C) 5- 8-07.
16.	Green Frank.	(C)11-12-97.	67.	Johnson S.	(C) 6-12-07.
17.	Turner G.W.	(C)12-12-97.	68.	Haynes S.	(C) 7- 7-07.
18.	Williams L.	(C)12-12-97.	69.	Williams Tom.	(C) 7-15-07.
19.	Como Will.	(C) 1- 1-98.	70.	Ellis Milton.	(C) 8-26-07.
20.	Banks L.	(C) 1- 1-98.	71.	Smith Ike.	(C) 9- 1-07.
21.	Govan H.	(C) 2- 1-98.	72.	Powell Will.	(C) 9- 2-07.
22.	Doby H.	(C) 3-12-99.	73.	Fortenberry Geo.	(C) 9- 3-07.
23.	Herman W.	(C) 2-23-99.	74.	Knapp I.E.	(W)10- 1-07.
24.	White R. W.	(C) 9-11-99.	75.	Welch Bryant.	(C)10-10-07.
25.	Belt Albert.	(C) 9-17-99.	76.	Williams G.	(C)11- 8-07.
26.	Graves Wesley.	(C) 3-26-00.	77.	Reed James.	(C) 2-15-08.

27.	Mancon Sam.	(C)10- 1-00.	78.	Payne Chas.	(C) 2-15-08.
28.	Bynum Boots.	(C)11-14-00.	79.	Stetaler R.	(W) 2-22-08.
29.	Brane E.	(C) 1-11-01.	80.	Dyer R.M.	(W) 8- 1-08.
30.	Anderson Sam.	(C) 3-29-01.	81.	----------	
31.	Stephens J.R.	(C) 6-27-01.	82.	Carnahan F.F.	(W) 1- 1-09.
32.	Page Eli.	(C) 9-29-01.	83.	Johnson Lunn.	(C) 1-21-09.
33.	McCoo H.	(C) 1-28-02.	84.	----------	
34.	McGehee O.J.	(C) 6-7- 02.	85.	Knace L.M.	( ) 9- 5-09.
35.	Williams Jeff.	(C) 9-25-02.	86.	Dickson John.	(C) 9-11-09.
36.	John Clark.	(C)11- 8-02.	87.	Redding L.	(W) 9-23-09.
36.	Parker Dick.	(C)11-28-02.	88.	Turner J.	(C)10- 6-09.
37.	Washington C.	(C)12-27-02.	89.	Moore Jim.	(C) 1-18-10.
38.	Jefferson Geo.	(C)12-30-02.	90.	Butler F, .	(W) 1-23-10.
39.	Beard Frank.	(C)12-30-02.	91.	Thomas A.	(C) 2- 6-10.
40.	Joseph H.	(C) 3-21-03.	92.	Williams W.R.	(C) 3-21-10.
41.	Lewis Jim.	(C) 3-24-03.	93.	Lewis E.	(C) 5-17-10.
42.	Town Pete.	(C) 4-11-03.	94.	McNeely Jno.	(C) 7-13-10.
43.	Baine Ed.	(C) 7-15-03.	95.	Alfred J.W.	(W) 8-23-10.
44.	Washington Sam.	(C) 9-24-03.	96.	Jacobs L.W.	(C) 8-26-10.
45.	Gibson Will.	(C)12-28-03.	97.	Crawford H.G.	(W) 9- 1-10.
46.	Dodson Lee.	(C)12-30-03.	98.	Wilkins A.W.	(W) 9-17-10.
47.	Holt Earnest.	(C) 1-30-04.	99.	Johnson H.Y.	(C)10- 3-10.
48.	Bradley Lint.	(C)10- 1-04.	100.	Tidwell Tom.	(C)10-10-10.
49.	Jones J.S.	(C)10-10-04.	101.	Savannah H.L.	(C)10-17-10.
50.	Lenord H.L.	(C) 1-21-05.	102.	Clark Robt.	(C)10-21-10.
51.	Philips John.	(C) 2- 1-05.	103.	Barber Jim.	(C)10-22-10.
504.	Tate Floyd.	(C)11- 7-05.	167.	Williams S.	(W)10-2-15.
105.	Harris Roscoe	(C)12- 3-10.	168.	Cloud Fred.	(C)10-24-15.
106.	Bankhead J.H.	(C)12-21-10.	169.	Jones T.T.	(W)10-30-15.
107.	Holmes Dan.	(C) 1- 6-11.	170.	Brown L.A.	(W)11- 3-15.
108.	Witherspoon	(C) 2-13-11.	171.	Ross A.	(W)12-30-15.
109.	Trotter W.E.	(W) 2-21-11.	172.	Parker Cleve.	(W) 1- 1-16.
110.	----------		173.	Slocum W.E.	(W) 1-15-16.
111.	Henderson J.	(C) 3-21-11.	174.	Ragland Sm.	(W) 1-20-16.
112.	Newsom R.C.	(C) 3-27-11.	----	Etheridge J.B.	(W) 4-16-16.
113.	Brown W.L.	(W) 4-11-11.	175.	Mathis B.S.S.	(W) 4- 7-16.
114.	Nelson Bob.	(W) 9- 9-11.	176.	Summers J.S.	(C) 5-21-16.
115.	Stark Geo.	(W) 9-15-11.	178.	Filmore Geo.	(C) 6-16-16.
116.	Flether C.C.	(W)10-10-11.	179.	Swain C.S.	(W) 7- 4-16.
117.	Baldwin H.G.	(W)10-11-11.	180.	Hobson	(C) 7- 7-16.
118.	Waddel J.H.	(W)10-27-11.	181.	Jones Robt.	(C) 8- 1-16.
119.	Chance W.	(C)11-25-11.	182.	Smith W.S.	(C) 8-25-16.
120.	Isabell G.	(W)12-29-11.	183.	Arther J.R.	(W) 9- 4-16.
121.	Bragg N.R.	(C) 1- 1-12.	184.	Cox Jas.	(C) 9- 7-16.
122.	Johnson P.	(C) 8-10-12.	185.	Hawthone R.	(W) 9- 8-16.
123.	Butler G.I.	(C) 7-16-12.	186.	Coffey H.	(C) 9-15-16.
124.	Reeves W.	(C) 7-21-12.	187.	Willis G.E.	(C) 9-16-16.
125.	Jones Frank.	(C) 7-22-12.	188.	Johnson E.	(C) 9-19-16.
126.	Stewart J.B.	(W) 7-22-12.	189.	Manning M.F.	(W) 9-23-16.
127.	Fourtune C.	(W) 9- 2-12.	190.	Smith O.S.	(W)10-16-16.
128.	Tarpley S.F.	(C) 9-13-12.	191.	Devitt	(W)11- 1-16.
129.	McCanney L.	(C)10- 6-12.	192.	Carahan R.E.	(W)12-25-16.
130.	Jones B.	(C)10-27-12.	193.	Lovejoy N.H.	(W) 5-16-17.
131.	Daniel H.Y.	(C)11- 1-12.	194.	Tinker I.T.	(W) 5-26-17.
132.	Tucker Alex.	(C)11-19-12.	195.	Hunt J.W.	(W) 6- 5-17.
133.	Young Rich.	(C)12- 4-12.	196.	Channel O.H.	(W) 6-16-17.

134.Adams F.D.	(C)12-17-12,197.	Collins F.	(W) 6-17-17.
135.Scott H.	(C) 1- 1-13.198.	Mills J.M.	(W)10-12-17.
136.Williams A.	(C) 1- 1-13.199.	----------	
137.Reed Fate.	(C) 1- 6-13.200.	----------	
138.Walker B.	(C) 3-10-13.201.	Wilson J.W.	(W)10-28-17.
139.Hall Frank	(C) 4-10-13.202.	Gentry T.J.	(W)10-28-17.
140.Lyons George.	(C) 5-18-13.203.	Web J.C.	(W)10-23-17.
141.Mansfield B.	(C) 6- 6-13.204.	Dyson	(W)10-30-17.
142.Wilson Jno.	(C) 6-26-13.205.	Miller W.	(C)11- 9-17.
143.Jinkins E.	(C) 7-20-13.206.	Milton Jno.	(C)11-12-17.
144.Roberson E.L.	(C) 7-31-13.207.	McClendon W.	(C)11-22-17.
145.Thompson G.B.	(C) 8- 4-13.208.	Johnson B.	(C) 1- 5-18.
146.Burrel Will.	(C) 8- 7-13.209.	MtGomery J.D.	(C) 2-13-18.
147.Adams J.W.	(C) 9- 3-13.210.	Kelly W.A.	(W) 4-20-18.
148.Westerfield E.W.	(W) 9-25-13.211.	Ellis M.	(W) 4-20-18.
149.Harris Will.	(C)10- 2-13.212.	----------	
150.Pencek Lee.	(C)10- 5-13.213.	Walker J.	(W) 5-10-18.
151.Lewis W.	(C)10-12-13.214.	Myers W.	(W) 5-27-18.
152.Hamilton H.B.	(C)10-15-13.215.	Kinder W.J.	(W) 6-22-18.
153.Jones Benney.	(C)11- 8-13.216.	Creeks Y.W.	(W) 6-27-18.
154.McClain James.	(C)12-10-13.217.	Williams C.M.	(W) 9- 5-18.
155.Gilbert Tom.	(C) 2- 9-14.218.	Goodman B.S.	(W) 9- 5-18.
156.Winthers J.S.	(C) 2-10-14.219.	Gallup C.L.	(W) 9-19-18.
157.Norris Robert.	(C) 3- 9-14.220.	White C.G.	(W) 9-19-18.
158.Slocum T.A.	(W) 3-15-14.221.	Walter Jno.	(W) 9-30-18.
159.McCoy H.	(W) 7-11-14.222.	Murry J.E.	(W)10-12-18.
160.Nunley John.	(C) 8-29-14.223.	Harnish C.H.	(W)10-12-18.
161.Rainwater T.	(W)10- 2-14.224.	Reinhardt	(W)10-20-18.
162.Mason Natt.	(C)12- 4-14.225.	Quinn L.R.	(W) 5-10-19.
163.Hogg Jerry.	(C) 1-20-15.226.	Bell C.W.	(W) 7- 2-19.
164.Booth G.	(C) 2- 1-15.227.	Ott R.A.	(W) 7- 2-19.
165.Weeks W.B. Sr.,	(W) 4-13-15.228.	Mathis E.C.	(W) 7- 5-19.
166.Corelton R.	(W) 9-12-15.---.	McCauley E.S.	(W) 5-23-19.
229.Brodick D.	(W) 1-28-20.230.	Johnson A.S.	(W) 2-29-20.
231.Beaulieu	(W) 3-17-20.234.	Gould Thad.	(W) 6-17-20.
235.Porter	(W) 8- 6-20.236.	James W.C.	(W) 8-14-20.
237.Know	(W) 8-17-20.238.	Halliburton	(W) 8-22-20.
239.Allen J.	(W) 8-27-20.240.	Salter J.A.	(W) 9- 1-20.
241.Gastrell R.R.	(W)10-27-20.242.	May S.A.	(W)10-27-20.
243.Cook B.M.	(W)10-30-20.244.	McCarty C.A.	(W)11-20-20.
245.Harvester	(W)11-20-20.246.	Eagers S.P.	(W)12-18-20.
247.Dunn O.S.	(W)12-12-20.248.	Farmwes J.L.	(W) 2-14-21.
249.Braten C.E.	(W) 2-14-21.250.	Helms J.	(W) 4-12-21.
251.Norris J.D.	(W) 4-15-21.252.	Baker G.H.	(W) 5-21-21.

J.R.Gilhula,
C.M.Andrews,
Trainmasters.,

T.A.Shea, Ass't,Superintendant.

----------ooo----------

Our seniority list of November 23,1920,just after the new Aggeement,carried a total of 298 brakemen, out of that number

two hundred and twenty-nine (229) was colored brakemen, and sixty-nine white. Our seniority list of July 1st,1921 carrys a total in figures of 252 brakemen, out of that number eight (8) numbers are blank, therefore, the actual number carried is two hundred and forty-four (244). Out of that number ninety-five (95) are white and one hundred and forty-nine (149) colored.

Our list of July 1st,1921, shows a decrease of (46) brakemen.

The number of colored brakemen has decreased (80) men.

The number of white brakemen has increased (26) men.

We have no correct number of colored switchmen that was dismissed.

----------oooo----------

We have another seniority list under date of October 22,1921 which shows a total number of brakemen as two hundred and forty-six (246). Out of this number there are one hundred and thirteen (113) white brakemen and one hundred and thirty-three (133) colored brakemen.

Total decrease of colored brakemen since the new Agreement:- 96.

Total increase of white brakemen since the new Agreement:--- 44.

The new Agreement has only been in effect (16) months.

When the new rules went into effect, we had colored switchmen and Engine Foremen on the yards over the colored district, most of the switchmen are gone and the Foremen are gone. If fair dealing had prevailed, it would have been impossible to create such a condition of affairs in such short period of time. We hope to have correct figures on the number of switchmen and engine foremen that have been removed in violation to the regular rules, for presentation at such date as this dispute will be heard.

* * * * *

BEFORE THE UNITED STATES RAILROAD LABOR BOARD.

BUREAU No. 2.

Protective Order of Railroad Trainmen, vs. Missouri Pacific Railroad Company. (1) Protest of employes against alleged discrimination against colored trainmen and yardmen in reduction of forces or assignments. (2) Request that separate districts for white and colored freight brakemen be restored as September 30, 1920. (3) That on colored districts the employes be allowed to designate their own representatives or committees to adjust grievances or other matters.	Docket 2032.

Transportation Bldg., Chicago, Illinois.

Monday, November 20, 1922.

The above entitled matter came on for hearing at 10:00 o'clock a.m.

BEFORE:

G. W. Berry, Examiner.

APPEARANCES:

For the employes:

Lewis W. Fairchild, President.
F. Aldrich, General Chairman.

For the carrier:
E. C. Wills, Assistant General Manager.

PROCEEDINGS.

Exam. Berry: Docket No. 2032, Protective Order of Railroad Trainmen versus Missouri Pacific Railroad Company.

Question: (1) Protest of employes against alleged discrimination against colored trainmen and yardmen in reduction of forces or assignments.

(2) Request that separate districts for white and colored freight brakemen be restored as September 30, 1920.

(3) That on colored districts the employes be allowed to designate their own representatives or committees to adjust grievances or other matters.

The organization's position is as follows:

"The Protective Order of Railroad Trainmen, an organization constituted of - brakemen, switchmen and train porters - and having more than three hundred members employed by the Missouri Pacific Railroad Company, respectfully represents, that said employes were effected by an agreement, made and entered into between the Missouri Pacific Railroad Company and the Trainmen's General Committee, represented by the Brotherhood of Railroad Train-

men, which reads:

"'1. All men entering the service on or after October 1st, 1920, to fill positions of brakemen, brakemen-porter, flagmen and yardmen will be subject to and required to pass uniform examination and comply with regulations as to standard watches and to know how to read and write.

"'2. All men in in train or yard service on October 1st, 1920, to be placed on one seniority list, regardless of color, - this to include men filling positions of porter-brakemen, paid brakemen's rate - and men employed for future service, white men or negroes, will be required to qualify in accordance with Rule No. 1, without distinction as to color.

"'3. When train or yard forces are reduced, men involved will be displaced in order of their seniority regardless of their color. When a vacancy occurs or new runs are created, senior men will have preference in choice of run or vacancy, either as flagman, brakeman, brakeman-porter or yardman.

"'4. In reduction of force where white trainmen displace porter-brakemen they will perform the duties of

porter in addition to those of brakemen, as may be required by existing rules or those hereafter promulgated by the railroad. Any brakeman who fails to comply with the above may be displaced by a colored porter-brakeman.'

"The dispute between the Protective Order of Railroad Trainmenand the Missouri Pacific Railroad Company, is based upon the improper execution - by the railroad - of the above rules, and the agreement for trainmen. Our principal complaint is, that the colored trainmen are discriminated against in the matters of reduction of force and assignments.

"The General Committee represented by the Protective Order of Railroad Trainmen made both verbal and written protest against this action to the Assistant General Manager, who has charge of wage schedule matters, but failed to reach a satisfactory conclusion. This dispute was referred to the Labor Board, September 30th, 1921, was not docketed however, on the account of being withdrawn October 15th, 1921, by reason of an agreement being reached between the Missouri Pacific Railroad Company and the train porters employed thereon. Such employes being included in the submission, it was there-

fore withdrawn for purpose of amendment.

"Employes position:

"The Missouri Pacific Railroad Company, like other railroads of the South and Southeast, has at all times employed colored men for certain positions on their trains, and on certain districts their freight trains were manned exclusively by colored men, with the exception of conductors.

"In view of the discriminations against colored trainmen, upon which complaint is made, colored men on these districts are being eliminated from train service. In many cases they are being removed unjustly, and white trainmen are resuming their positions.

"These colored men have devoted the greatest portion of their life's service to this particular class of work, they have generally made train service a life's occupation. They are especially prepared, trained and fitted for this service. Nevertheless, many of these employes are now out of the company's service that would no doubt be in service, if they were not discriminated against in the matters of reduction of force and assignments.

"The agreement for the trainmen employed on the Missouri Pacific Railroad does not refer in particular to the Brotherhood of Railroad trainmen or any other organization of railroad trainmen; it refers only to the trainmen employed on the Missouri Pacific Railroad, and does not in any article or section thereof specify any special duties for colored trainmen to perform, it is broad in its application.

"It is therefore our contention that the colored trainmen are just as much entitled to benefit of the provisions contained in the agreement as any other trainmen employed on the Missouri Pacific Railroad, regardless of their color or membership in certain railroad organizations. All trainmen must pass uniform examination, the colored as well as the white. We, therefore, have a substantial reason for contending for all rights and privileges mentioned, such as filling positions of flagmen on passenger trains, and promotion to engine foremen on the districts in dispute.

"Before the agreement of 1920, colored men were used as engine foremen on the yards included in the (colored freight districts), since the agreement, no further pro-

motions are made in this respect.

"Representatives of the Brotherhood of Railroad Trainmen immediately took control of the government of trainmen on these districts, and by sharp practice and other methods of force, caused many of these colored trainmen to be out of the company's service unjustly.

"About seven hundred miles of the Missouri Pacific Railroad was at all times prior to October 1st, 1920, covered by colored brakemen and switchmen, also colored engine foremen were used in the yards.

"When the agreement in question was made effective, there was about two hundred and fifty colored brakemen on this district; at this time, there is not more than one hundred and eighty colored brakemen on this district, and about seventy white brakemen.

"Following the regular order of seniority, these white men could not displace any of the colored brakemen, for reasons their seniority dates since the new agreement, with a few exceptions.

"There has not been any colored brakemen hired since the agreement; therefore, all of the colored brakemen are senior brakemen. Under such conditions white

trainmen are holding many jobs, and it is reasonable to say that do not justly belong to them according to the seniority rule.

"The rules of 1920 did not in any way give the Brotherhood of Railroad Trainmen or any other organization, any more rights to the districts given to colored trainmen than existed before.

"It is with the company alone, as to who they shall employ, and where such employes shall work, to place white trainmen on one district and colored on another, is not in violation of the Trainmen's agreement, as the agreement can be fully complied with on each district.

"There are no provisions in the Trainmen's Agreement compelling the company to use white or colored trainmen on any district. The agreement only provides for rates of pay, rules and working conditions for trainmen employed on the Missouri Pacific Railroad.

"The Brotherhood of Railroad Trainmen or any other organization has no further rights of representation under such a condition than is given them by the employes. It is true that the agreement covers the entire system, but the employment clause would have to be incorporated

specifying color, before any trainmen could claim any further district rights than are given them by the railroad.

"These districts on which complaint is made, were at all times occupied by colored trainmen, the white trainmen also held many other districts over the system; the colored trainmen had no desire to proceed on the districts where the company chose to employ white only, but the white did have a desire to take the colored districts.

"Their order of procedure was as follows:

"On October 1st, 1920, four rules were made effective which provided for the blending of seniority on all districts, and of all trainmen employed on the Missouri Pacific Railroad. These rules also included porter-brakemen. This action placed colored men on the freight brakemen's seniority lists over the entire system, and of course placed white men on the seniority lists on the colored districts.

"This rule was revised by letter only, in October, 1921; this revision provided for the colored brakemen to be removed from the seniority lists on the white dis-

tricts, and the company at once proceeded to remove them, the white trainmen are still on the lists on the colored districts, and this, together with discriminations mentioned is the basis of our dispute.

"We claim that to remove colored brakemen from the seniority lists on the white districts, and to hold white brakemen on the seniority lists on the colored districts, is a discrimination against the colored trainmen.

"On the other hand, these men were on the lists, they were trainmen, and, they had no more right to be removed from the white districts than the white had to be removed from the colored districts. It is our belief and is also shown, that the chief purpose the trainmen had in view, at the time of the new agreement, was to take control of the colored trainmen's districts.

"They arranged to place colored men on the white districts for one year, then removed them, and thus they now hold the colored districts with the colored brakemen in a great majority.

"We do not believe that such a principle could be

upheld by the United States Railroad Labor Board, on a point of representation, for to have separate districts for white and colored brakemen could be no more considered discrimination than the separate coach laws in the states where this dispute derives.

"As the matter now stands we are discriminated against, because white trainmen can work on our district, and colored trainmen cannot work on the white districts. This method could not be considered fair by any reason.

"We understand that the Labor Board assumes as a basis, that a majority of any class of employes may designate the organization which shall make an agreement which shall cover all employes in such craft or class, but the right is not given to any organization of employes to force other employes out of the service of the railroads on the account of jurisdiction, or such employes not being members of their organization, we know that the Labor Board had no such intent.

"The Brotherhood of Railroad Trainmen can make an agreement for all trainmen on this system, but it would be in violation of the constitutional laws of the United States, to incorporate therein, discriminatory features

against persons not members of their organization and no such agreement now exists on the Missouri Pacific Railroad.

"We, therefore, are within our rights when we ask that we be restored to our old order, it is best for the public, the railroad and employes.

"On January 24th, 1922, the undersigned representative of the colored trainmen - parties to this dispute - met in a conference with the Assistant General Manager, Mr. E. W. Wills, in his office in St. Louis. We discussed the matters in dispute to a final conclusion, so far as the management was concerned.

"We informed Mr. Wills that it was our desire to be restored to our old order - reference to separate districts - and to receive full benefit of the trainmen's schedule relative to assignments. We were informed by Mr. Wills that on the account of the existenceof the agreement for trainmen on the Missouri Pacific Railroad, he was not at liberty to make the desired adjustments.

"We did not agree with such views, and stated in part as we have stated above, that it would not be in

violation of the agreement to work colored men on separate districts, nor to use them as flagmen on passenger trains.

"Mr. Wills stated, however, that on the account of a ruling made by General Manager Mr. Higgins, some years ago, colored men could not be used on passenger trains as flagmen. We held that the agreement of 1920 had precedence over the previous ruling of General Manager Higgins.

"Mr. Wills did not so understand it; we, therefore, informed him that it was our desire to refer the matter to the United States Railroad Labor Board. To this he agreed.

"Therefore, the Protective Order of Railroad Trainmen, does herewith, pursuant with the provisions of the Transportation Act of 1920, submit its petition as follows; to the United States Railroad Labor Board for a decision thereon.

"1. That for reasons as stated above, and the evidence attached hereto, no discrimination be practiced in favor of or against either white or colored trainmen or yardmen, in service on the Missouri Pacific Railroad,

in matters of reduction of force or assignments to various positions named in the Trainmen's agreement.

"2. That for the protection of life, company's property and the safety of the public, conditions regarding separate districts for white and colored freight brakemen be restored as of September 30, 1920.

"3. That on the colored districts, where the majority of the employes are colored, such employes be allowed to bring and represent matters concerning their internal working conditions or grievances through representatives of their own choice, or committees of the organizations which they are affiliated.

"Exhibit No. 1. Statement of facts regarding the manner of discrimination against colored trainmen employed on the Missouri Pacific Railroad, by reason of the existence of the agreement in question, and the manner it is applied.

"Exhibit No. 2. Statements showing how several colored trainmen have been forced out of the railroad's service on the account of restrictions or discrimination in the exercise of seniority.

"November 6, 1922. Lewis R. Fairchild, President

Protective Order of Railroad Trainmen."

All exhibits may be filed and copied into the record.

When this case was received from the Protective Order of Railroad Trainmen it was submitted to the carrier to make such reply as it saw fit. The Board also referred the matter to the Brotherhood of Railway Trainmen, thinking there might be a connection there whereby the B. of R. T. would be concerned in this case.

Under date of June 2, 1922, the Protective Order of Railroad Trainmen, by its president, filed protest to the Board, giving their reasons why the Brotherhood of Railroad Trainmen should not be represented at this hearing, which is as follows:

"Our objections are as follows:

"We do not object, however, to the representatives of the Brotherhood of Railroad Trainmen being present at this hearing, but we do object to them making oral presentation, or any written statement in connection with the record in this case, for the following reasons, to-wit:

"1. The Protective Order of Railroad Trainmen has

complied with the provisions of the Transportation Act, and has filed complaint properly, which involves only the Missouri Pacific Railroad Company and the Protective Order of Railroad Trainmen.

"2. There is no dispute between the Protective Order of Railroad Trainmen and the Brotherhood of Railroad Trainmen, nor do we seek to abrogate any agreement this organization has made and entered into with the Missouri Pacific Railroad, for reasons we have not been advised of any agreement affecting the retention of colored men in train or yard service on this railroad.

"3. The Brotherhood of Railroad Trainmen cannot intervene as a matter of right, in this dispute, for reasons they have no jurisdiction over the operating department of the Missouri Pacific Railroad.

"4. The railroad is solely responsible for the employment, proper government, and retention of all its employes, without regard as to whether or not they are affiliated with any organization of railroad employes.

"The above is the basis of our objection to the Brotherhood of Railroad Trainmen intervening in the mat-

ter of dispute between the Protective Order of Railroad Trainmen and the Missouri Pacific Railroad."

The carrier replied to the employes' position, and their reply will be copied into the record, together with the exhibits:

"The Missouri Pacific Railroad Company in 1891, or more than 31 years ago, entered into an agreement with its conductors and trainmen, members of the Order of Railway Conductors and Brotherhood of Railroad Trainmen covering wages, rules and working conditions.

"A joint agreement with the two organizations was made at that time and subsequent revisions and new agreements were jointly made until 1918, when at the request of these organizations separate agreements were made. These agreements since their inception, more than 30 years ago, have always covered the entire system and carried no exception or reservation excluding from the provisions of the agreement any particular territory or class of employes.

"For many years, however, they were not applied to brakemen on certain southern territory or to switchmen in certain southern yards. Climatic and other conditions existing in parts of the South rendered these jobs so

unattractive to brakemen and switchmen that the colored men who were used in the construction of the road or were in service on lines at the time they became a part of the system, were permitted to retain their positions in train or yard service.

"Some years later when living conditions had improved and the positions became more attractive, the organizations made application for these positions and asked that white men be placed on the runs and in the yards. These requests were pressed by the two organizations and their executives, Messrs. Garretson and Morrissey in 1898 and later in 1904 at which time the management agreed to replace colored men with white men as vacancies occurred to the extent of having at least one white brakeman who would be used as a flagman on each crew. For some reason , principally because the white men did not want the positions as badly as they thought, this arrangement was not put into effect.

"In 1907, the subject was again pressed by the organizations and a tentative agreement reached that white men would be given the positions as brakemen and switchmen in Southern territory as vacancies occurred. This

proposition, however, was coupled with the question of a third brakeman on all freight trains, on account of which no agreement was reached and the existing conditions continued.

"The use of colored brakemen and yardmen and white conductors exclusively on certain parts of the Missouri Pacific System and both colored and white brakemen on certain other districts continued with little, if any, change until the roads went under Federal control, at which time the status was as follows:

"Freight service. Where negro brakemen are used exclusively. Between Clarendon, Helena and Brinkley; Felsenthal and Vidalia; Huttig, Monroe and Farmersville; Little Rock and Alexandria; Warren and McGehee; Hamburg and Luna; McGehee and Ferriday.

"Freight service. Where negro brakemen are used on certain runs and white men on other runs. Between Burdon and Felsenthal, all colored men employed except one white brakeman.

"Helena and McGehee, colored men employed on local freight trains and white men in through and irregular freight service.

"Yard service. Where white and colored foremen and negro helpers are used: Monroe, McGehee.

"Yard service. Where white foremen and negro helpers are used: Ferriday.

"Yard service. Where white foremen and white and negro helpers are used: Alexandria; Helena, white foremen work as helpers when there is no work for them as foremen.

"In passenger service it was the practice to use white flagmen and a negro porter in addition to the conductor. On certain branch lines the crew consisted of a conductor and white brakeman-flagman only. In the South, two colored train porters were used on branch line runs in addition to the conductor, but it has been the policy of the company for many years to use white flagmen on main line passenger trains.

"On April 26th, 1904, Mr. Russell Harding, Vice President and General Manager wrote General Chairman Shumway, Order of Railway Conductors, and Anderson of the Brotherhood of Railroad Trainmen:

"'Referring to the clause wherein white flagmen are mentioned on Valley Division South from Little Rock-

as written, this will be carried out by hiring white flagmen when possible as vacancies occur."

"At practically every meeting with the General Committees since 1907, the demand has been made upon the management to employ white trainmen on what had heretofore been considered exclusive negro territory.

"In 1919, following understanding reached with Vice Presidents Larrisey of the O. R. C. and Fitzpatrick of the Trainmen with Regional Director Winchell, the matter was again brought to the attention of the management by General Chairman Aldrich of the Trainmen. A copy of his letter is attached hereto, and reads as follows:

"'Atchison, Kansas, October 14, 1919, Mr. E. C. Wills, Assistant General Manager, Missouri Pacific Railroad, St. Louis, Missouri. Dear Sir:

"'I am enclosing attached copy of letter signed by Mr. B. L. Winchell, Regional Director, Southeast Region, addressed to Vice Presidents Larrisey of the O. R. C. and Fitzpatrick of the Trainmen with respect to policy dealing with future employment of men for train and yard service and question of placing white

trainmen in certain positions in train and yard service and allowing white trainmen in the service to exercise their rights in selecting runs or positions of their choice before a certain date.

"For your further information in connection with this question, I quote the following from letter received from President Lee dealing with this question:

"'General Grievance Committees on railroads where discrimination exists against white train or yardmen are authorized to proceed to open negotiations with the Federal Managers on their lines with a view of reaching a similar agreement, keeping this office advised as to the progress being made, and if assistance is needed, an officer will be furnished at the earliest consistent date.'

"'Under the agreement signed by Mr. Winchell, I understand no more men will be employed for train or yard service who cannot pass the uniform examinations, comply with the regulations as to standard watches and know how to read and write, that negroes are not to be used as flagmen except those now in the serviceholding such positions will be retained therch withtheir senior-

ity rights, that in filling vacancies the senior men will be given preference except that negroes are not to be used as flagmen, baggagemen or yard conductors, -(engine foremen); that all trainmen now in the service on the extra board would be permitted to select runs or positions in accordance with their seniority, such selections to be made on or before a certain date.

"'In line with the instructions of President Lee I am referring this question to you requesting that no more negroes be employed for positions in train or yard service which I understand is the policy of many of the railroads where negroes were formerly employed, that a reasonable time be agreed on when the men now in train service on the Valley, Louisiana and Memphis Divisions assigned to the extra board may select runs of their choice in line with their seniority and that future vacancies for flagmen will only be advertised for white trainmen, either freight or passenger.

"'Will appreciate if you will advise your position with respect to placing in effect on our property the agreement made between Mr. Winchell and Vice Presidents Larrisey and Fitzpatrick, which I understand is in line

with instructions from Mr. Tyler and is to apply to all government operated railroads.

"Yours truly, (signed) F. Aldrich, General Chairman.'

"At a conference with the General Committee of Trainmen in October, 1920, the following agreement was reached in settlement of this question, which had been a live issue on the Missouri Pacific System for more than 25 years:

"'1. All men entering the service on or after October 1st, 1920, to fill positions of brakemen, brakeman-porter, flagmen and yardmen will be subject to and required to pass uniform examination and comply with regulations as to standard watches and to know how to read and write.

"'2. All men in train or yard service on October 1st, 1920, to be placed on one seniority list, regardless of color, - this to include men filling positions of porter-brakemen, paid brakeman's rate, - and men employed for future service. White men or negroes, will be required to qualify in accordance with Rule No. 1 without distinction as to color.

"'3. When train or yard forces are reduced, men involved will be displaced in order of their seniority regardless of their color. When a vacancy occurs or new runs are created, senior men will have preference in choice of run or vacancy, either as flagman, brakeman, brakeman-porter or hardman.

"'4. In reduction of force where white trainmen displace porter-brakemen, they will perform the duties of porter in addition to those of brakeman, as may be required by existing rules or those hereafter promulgated by the railroad. Any brakeman who fails to comply with the above may be displaced by a colored porter-brakeman.'

"The following is an extract from instructions issued to General Superintendents with respect to carrying out the understanding had on October 8th, with the trainmen at the conference:

"'Superintendent will immediately confer with local chairman and arrange to place the names of the colored trainmen in accordance with this decision on the seniority list, the colored man to be treated and their seniority rights to be respected the same as white men. They

are not to be replaced or removed from their position only under the same conditions and after the same investigation as would be accorded a white trainman.

"It was distinctly understood with the committee that if on account of reduction of force or for any other reason that would apply equally to a white trainman, a colored porter-brakeman was displaced on his run, he could assume the same rights in freight service as a white brakeman; in other words, that there would be no distinction between the white train and colored trainman after being placed on the same seniority list. The colored men would have the right to bid on positions that their age in service entitled them to.'

"'The local chairman and superintendent will handle matters of seniority rights, territory uponwhich it will be exercised, etc., and a special report should be made to this office showing the arrangement which has been worked out, in accordance with this decision. The committee has pledged its word to see that these men are fairly treated and we have no reason whatever to doubt their sincerity in the matter.'

"There was no intention on the part of the company

to use negroes as flagmen on main line passenger trains as this would have been a violation of long standing policy on the part of the company and understanding had with the trainmen, as before stated. It was, however, the intention to continue the practice of using colored men as flagmen on branch line passenger trains on territory where they hold seniority rights and also as flagmen on freight trains and this policy is being continued.

"With reference to that part of the agreement made with the Brotherhood of Railroad Trainmen, October 1st, 1920, with regard tofilling positions as brakemen-porters. As of September 1st, 1921, there were 134 porter-brakemen in service on the Missouri Pacific System, of which 72 were white and 62 were colored. Of the 72 colored men who have been replaced by white men, the majority were assigned to service as freight brakemen but were employed on territory where no other colored brakemen had ever been employed. They were given their rights as brakemen in accordance with their seniority. None of these colored men had been displaced by other than senior men in the service who had been taken off

their runs on account of dull business.

"The use of negroes in freight service caused considerable feeling among the white trainmen on the Northern lines where colored brakemen had never previously been used and after a conference with the General Committee of trainmen over the situation, the following understanding was reached October 8th, 1921, subject to approval of the colored men affected:

"'That the understanding under Question 56 of the conference with your committee September and October, 1920, expressed in my letter of October 8th and accepted in yours of October 9th, 1920, become null and void insofar as it applies to passenger train service.

"'That white trainmen now occupying positions held by negro trainmen in passenger service on October 1st, 1920, the effective date of the agreement, will give up such runs and will be replaced by negroes and white men now holding porter-brakemen jobs on passenger runs put on since October 1st, 1920, will be displaced by negroes.

"'Negroes in passenger train service as of October 1st, 1920, who were taken over on the trainmen's sen-

iority list as the result of Decision under Question 56 will give up their freight runs and be removed from the trainmen's seniority list. In other words, so far as passenger service is concerned revert to conditions in effect prior to October 1st, 1920.'

"The representatives of the colored men were requested to send a committee to St. Louis to meet with the management and a committee of twelve men who held authority to represent the negro porters and porter-brakemenmet with the management October 10th, 1921, approved the understanding had with the trainmen and entered into an agreement covering the wages and working conditions of colored porters on passenger trains, a copy of which is attached hereto

"The committee of porters at that time expressed themselves as being entirely satisfied with the understanding reached with the trainmen governing their status and also with the agreement as to their wages and working conditions.

"Numerous investigations have been made by superintendents, general superintendents and the assistant general manager into charges of unfair treatment urged by

colored trainmen and where any injustice has been shown in the handling of these men, the matter has been adjusted.

"The Missouri Pacific Railroad has agreements with organizations representing the majority of employes in the different classes of service; it has an agreement with the Brotherhood of Railroad Trainmen covering the classes of employes which Lewis Fairchild, President of the Protective Order of Railroad Trainmen desires to represent.

"This railroad has never recognized the Protective Order of Railroad Trainmen nor has it ever been furnished with information indicating that any of its employes were members of this organization or desired to be represented by this organization except unsupported statements by Lewis Fairchild, one of our train porters, who signs himself as President of this organization.

"Lewis Fairchild was a member of the committee of train porters who executed the agreement between the company and porters dated October 15th, 1921, and his name appears as one of the signers of that agreement.

"There are now employed on the Missouri Pacific

Railroad colored freight brakemen and switchmen as follows:

"Regular brakemen, 76.

"Extra brakemen, 56.

"Regular switchmen, 22.

"Extra switchmen, 3.

or a total of 157 out of 2217 in service on the system or about 7 per cent. Map showing territory on which colored brakemen and switchmen are employed is attached.

"Our experience and investigation indicates that these colored men are being fairly treated and that the agreements are being observed and we therefore ask that the Board dismiss this complaint. In the event the Board considers it necessary or advisable to grant a hearing, we believe that the representatives of the Brotherhood of Railroad Trainmen should be present at this hearing as they hold the agreement covering this class of service on this railroad and will be, no doubt, very much interested in any decision the Board may make.

"St. Louis, Missouri, May 26, 1922, J. F. Murphy, General Manager."

Now, Mr. Fairchild, if you have anything further to

say in addition to what has already been said, you may proceed.

Mr. Fairchild: I want to read this statement into the record.

"Statement of Lewis W. Fairchild.

"Dispute between the Protective Order of Railroad Trainmen and the Missouri Pacific Railroad Company, 'Discrimination against colored brakemen and switchmen, assignments, etc.' before United States Railroad Labor Board, Docket No. 2032.

"United States Railroad Labor Board, gentlemen:

"In addition to our submission of March 6th, 1922, in the matter of dispute between the Protective Order of Railroad Trainmen and the Missouri Pacific Railroad, we desire to state for the record of this case, the following:

"The employes position is, that the four rules incorporated into the Trainmen's Agreement on the Missouri Pacific Railroad, as of October 1st, 1920, does not justify the management in its attitude regarding the present government of colored brakemen and switchmen in service of said Missouri Pacific Railroad. These

rules provide equal justice to all trainmen in service on the Missouri Pacific Railroad, regardless of color.

"These rules, or the agreement which they become a part of, do not refer in particular to the Brotherhood of Railroad Trainmen, or any other organization of employes. They apply fully to all trainmen, in service, and provide certain methods of handling seniority and other matters upon which complaint is made. In these rules it is specifically provided that all men entering the service on or after October 1st, 1920, to fill positions of brakemen, brakemen-porter, flagmen or yardmen will be subject to and required to pass uniform examinations and comply with regulations as to standard watches and to know how to read and write. No complaint is made of this rule, as this has been the custom at all times heretofore, relative to the employes in question.

"They further provide that all men in train or yard service on October 1st, 1920, to be placed on one seniority list, regardless of color, - this to include men filling positions of porter-brakemen, paid brakemen's rate - and men employed for future service, white men or

negroes, will be required to qualify in accordance with Rule No. 1, without distinction as to color. No complaint is made of this rule, as it reads, but as it was applied.

"On the Missouri Pacific Railroad, we have seniority districts, and on all divisions except the two now in dispute, no overlap was made in the preparation of seniority lists.

"Prior to the effective date of these rules, the Louisiana Division contained two seniority districts, the southern end of this division was a district composed exclusively of white brakemen. The only colored men in train service on this district were train porters, not brakemen-porters, nor did they receive brakemen's rates of pay.

"The north end of this division was a seniority list composed exclusively of colored freight brakemen. White men were used on passenger trains as flagmen, but did not exercise seniority as freight men. This matter was clearly explained in the general manager's statement in connection with this dispute. If these districts were handled in the same manner as the other districts over the system under the new rules, only white men would

negroes, will be required to qualify in accordance with Rule No. 1, without distinction as to color. No complaint is made of this rule, as it reads, but as it was applied.

"On the Missouri Pacific Railroad, we have seniority districts, and on all divisions except the two now in dispute, no overlap was made in the preparation of seniority lists.

"Prior to the effective date of these rules, the Louisiana Division contained two seniority districts, the southern end of this division was a district composed exclusively of white brakemen. The only colored men in train service on this district were train porters, not brakemen-porters, nor did they receive brakemen's rates of pay.

"The north end of this division was a seniority list composed exclusively of colored freight brakemen. White men were used on passenger trains as flagmen, but did not exercise seniority as freight men. This matter was clearly explained in the general manager's statement in connection with this dispute. If these districts were handled in the same manner as the other districts over the system under the new rules, only white men would

appear on the south end of the Louisiana division's seniority list, and with the exception of those employed since the effective date of these rules, only such white men as were previously employed as passenger train flagmen, would appear on the north end. They, of course, would be in regular service on the passenger trains. The only men affected to any extent on the north end, or the end formerly manned by colored brakemen, would have been the porter-brakemen who were also colored, placed on the list with the other colored brakemen. This was not so; these arrangements were assigned to the local chairman represented by the Brotherhood of Railroad Trainmen and the superintendents on these divisions, and the two seniority districts were immediately coupled, thus blending the seniority of all the brakemen on the two seniority districts. This placed the few white brakemen from the Southern District and the passenger train flagmen on the same seniority list with the colored porter brakemen and freight brakemen on the other seniority districts. This act caused all of the discrimination and irregularities upon which complaint is made.

"These rules further provide that when train or yard forces are reduced, men involved will be placed in order of their seniority regardless of their color. When a vacancy occurs or new runs are created, senior men will have preference in choice of run or vacancy, either as flagman, brakeman, brakeman-porter or yardman. No discrimination is shown in this rule, and there would be no room for complaint if it was correctly applied. Would ask that you refer to page 16, exhibit No. 1, of ex parte submission for the employes in question, and see the following bulletin:

"McGehee, Arkansas, June 6th, 1921.

"Bulletin. North Little Rock, Little Rock, McGehee, Alexandria, Collinston, Oakdale, Lake Charles, Gurdon, Felsenthal, Eldorado, Ferriday, Vidalia, Lake Providence, Epps, Warren.

"Bids in writing will be received until midnight June 16th, for one white flagman, Trains Nos. 147-148, between McGehee and Epps, Vice, W. S. Smith.

"Bids in writing will be received until midnight June 16th, for one through freight brakeman between McGehee and Jones, Caboose No. 504, Vice, A. W. Watkins.

"J. J. Simmons, Local Chairman, B. of R. T., 162.

"The first paragraph of the above bulletin plainly states 'white flagman', the rule reads 'regardless of color.' We understand that the general conditions in these states will not permit the railroads to use colored passenger train flagmen to an advantage, and likewise will not permit them to work colored freight brakemen and white freight brakemen to an advantage on the same seniority list.

"A condition on any particular district must be applied fairly and equally to all employes of the same class on said district. Conditions such as stated above, impairs the rights of certain employes on the account of color and affiliation in certain labor organizations.

"We do not seek to make an agreement for the trainmen employed on the Missouri Pacific Railroad, nor do we seek to have abrogated any agreement heretofore entered into between the Missouri Pacific Railroad and its trainmen, but we do seek to have restored conditions such as existed on the districts in question prior to the rules of 1920 . This can be done without abrogating

any of the rules, all that is necessary is to have the white men assigned to their former districts and the colored to theirs. This authority rests with the management, and is not a question under agreement for any employes to decide.

"We believe that when the facts are presented dealing with the many conditions created under a guise of complying with the rules of 1920, to this honorable board, it will as an act of humanity, and in direct keeping with its duties as such, render a decision restoring conditions as referred to herein. We do not believe that it is the desire of the management to be unfair with any of the train service employes. We do not believe that it is their desire to suspend entirely the service of colored brakemen; this is proven in the statement of the general manager, where he states that the removal of colored brakemen has been a live issue on this railroad for 25 years.

"The 15th principle of Decision No. 119 reads:

"'The majority of any craft or class of employes shall have the right to determine what organization shall represent members of such craft or class. Such organiza-

tion shall have the right to make an agreement which shall apply to all employes in such craft or class. No such agreement shall infringe, however, upon the right of employes not members of the organization representing the majority to present grievances either in person or by representatives of their own choice.'

"It is conceded that the majority in this case held authority to make an agreement, which should apply to all members of this class. No complaint is made of such action, but so far as we have been advised, no agreement has ever existed on this railroad which would require the coupling of the seniority districts on these particular divisions, any more than on others over the system.

"It is well understood that when white men and colored men are governed similar, and employed on the same district in the same capacity and on the same rate of pay, every effort will be made to eliminat e the colored man. This cannot be done intelligently in the states where the attempt is made, only to a disadvantage to the colored men.

"The third principle of Decision No. 119 reads: 'Management having the responsibility for safe, effi-

cient, and economical operation. The duration of agreement under which complaints are made herein, has sufficiently proven that it is absolutely impossible to successfully work white and colored men on the same freight districts together.'

"Page 4 of General Manager Murphy's statement in connection with this case, paragraph four reads:

"'The use of negroes in freight service caused considerable feeling among the white trainmen on the northern lines where colored brakemen had never previously been used and after a conference with the General Committee of trainmen over the situation, the following understanding was reached. Having reference to Question 56, train porters agreement, etc.'

"The use of white trainmen on the districts formerly assigned to colored brakemen, do not only cause feeling among the colored brakemen, but in many instances death, yet the committee or the management can find no way to change the situation.

"Where prejudice is shown by any class of employes against other employes on account of color, such employes should not be given arbitrary powers over the as-

signment or control of said employes, regardless of them having a majority. Under the laws of the Brotherhood of Railroad Trainmen, colored men cannot become members, the same laws provide that they handle grievances for only members of their organization, and then, such grievances that originate after such persons become members. In this case they take the position as local grievance committee for colored men whom they will admit to membership, and the management feels that they have a right to recognize only such committee on the districts in dispute.

"The authority of the organization only extends far enough to make an agreement, which shall apply to all employes in such craft or class, the management has the right to say where any of its employes shall work, this right should not be impaired by any agreement entered into with employes.

"The management of the Missouri Pacific Railroad understands this thoroughly, this is proven by the stand they have always took regarding the removal of colored brakemen from service.

"The agreement of 1920 did not make it any more

necessary to use white freight brakemen Clarendon, Helena and Brinkley, Felsenthal and Vidalia, Huttig, Monroe and Farmerville, Little Rock and Alexandria, Warren and McGehee, Hamburg and Luna and McGehee and Ferriday, than previous agreements of 1905, 1908, 1911 and 1920.

"For reason these men were on a separate seniority district, and should not as a matter of right, been placed on list with white men from other seniority districts. These arrangements were made by the local chairmen, with a view of indirectly driving the colored brakemen from service.

"Colored men are not used on the white freight districts, and have no desire to work thereon, white brakemen should not be used on colored districts, in this case there would not be considered any discrimination.

"But to use white brakemen over the districts formerly assigned to colored brakemen, and not use colored brakemen on white districts is a discrimination against colored brakemen.

"The only cause for the various discriminations

made a question in this dispute was the coupling the seniority districts on these particular divisions. We are therefore justified in asking that conditions on these divisions be restored as of September 30, 1920; this will not interfere in the least with the agreement or representative authority of the General Committee representing trainmen on the Missouri Pacific Railroad, except that on the districts manned by colored brakemen, their local matters will be handled through their local committee in accordance with the agreement.

"The colored men employed on these districts are citizens of the states and the United Stateem just the same as other colored citizens and white citizens of these particular states.

"For the safety of passengers on railroad trains, it was necessary to legislate separate coach laws, in all avenues of life throughout these states there is a separation, the white man and the black man is not placed upon a common level. These laws and rules are intended to promote peace and harmony among the citizens of these states. It is just as much essential that the white and colored freight brakemen be separated as

the other citizens of these states, and unless this is done serious complications will arise, and the weaker citizen will have to suffer the consequences.

"The evidence in this case is a complete manifestation of the improbability of placing white and colored men on the same level in any capacity in the states where this dispute derives.

"Many rules were made during the United States Railroad Administration, which seriously impaired the rights of certain employes under local conditions.

"The railroads having operated for more than fifty years under conditions created for their best interest and the interest of the public and their employes, should be harmonized within the establishment of local conditions, especially in the government of employes.

"The Missouri Pacific Railroad Company has always used white men on separate districts from colored brakemen, during this time no serious matters are reported such as we are presenting at this hearing. This ought to show that the blended seniority is a complete failure so far as it relates to freight service.

"Under the agreement it was not necessary to blend

these seniority districts, and if this had not been done, there would not now be any white and colored brakemen on the same district, and the agreement could be complied with just the same.

"It appears that some of the employes are of the opinion that the equalization of rates give them some cause to have other employes removed from certain positions and districts, the equalization of wages during Government control of railroads had no such intent. This fact was established in the Director General's Supplement No. 20 to General Order No. 27.

"The equalization of wages if the foundation of all this trouble the management is having in the government of these employes. Therefore, we believe that the Board will allow the management to revert to its former practice, and so direct; if this is done, no injustice will be done the employes, the railroad or the public.

"We do not blame the Brotherhood of Railroad Trainmen for seeking new jobs for their members, but can justly contend for the positions given us more than fifty years ago by this railroad, and resent so far as

possible the infringements upon our rights as trainmen. It is not a question, these colored brakemen and switchmen are due immediate consideration from the Board on this dispute.

"Under present conditions human lives are at stake, these men are being shot down while performing the same services they have always performed.

"Never before were such conditions prevalent, brakemen were not afraid to bib on any of the runs posted, switchmen were not afraid to work on night shifts, but now, they are threatened by associate employes, and killed by unknown parties.

"When one is cut off, or in any way took out of service, there is no hope of him re-entering the service so long as white men are on the same district. Separations are made on these very districts, no colored brakemen are allowed on the Alexandria extra board, under arrangement between the local chairman and the officials of the railroad, all colored men were removed from the Alexandriaextra board and placed on the Monroe Board, when men are called they are called fromthe Alexandria Board, this being all white.

"The colored men on Monroe board are nothing more

than emergency men, they work a train to Alexandria and is bumped off, regardless of their seniority, on the account of the Alexandria board governing. Is this fair?

"Does this show that any good intentions were had in the blending these seniority districts? If the management or any organization of employes would ask the Labor Board for a decision to remove from the service all colored brakemen, such request would be immediately denied. The case in question means the same thing only in a polished manner, and to sustain the management in its attitude toward the mixing of freight brakemen on these districts means the ultimate end of colored freight brakemen's service on this railroad.

"This has been the contention of the white brakemen for more than 25 years according to the management's statement. Were they justified in such a contention? The Board is justified in rendering a decision that the management revert to their former practice in the government of trainmen on the districts of the Missouri Pacific Railroad now in dispute.

"These agreements and instructions have not been

fully observed, colored trainmen are discriminated against in the matter of exercising seniority.

"On page 3 of General Manager, Mr. Murphy's statement paragraphs 7 and 8, is the following instructions:

"'Superintendent will immediately confer with local chairman and arrange to place the names of the colored trainmen in accordance with this decision, - having reference to the four rules - on the seniority list, the colored men to be treated and their seniority rights to be respected the same as white men. They are not to be replaced or removed from their position only under the same conditions and after the same investigation as would be accorded a white trainman.

"It was distinctly understood with the committee that if on account of reduction of force or for any other reason that would apply equally to a white trainman, a colored porter-brakeman was displaced on his run, he would assume the same rights in freight service as a white brakeman; in other words, that there would be no distinction between the white train and colored trainmen after being placed on the same seniority list. The colored men would have the right to bid on positions

that their age in service entitled them to.

"The local chairman and superintendent will handle matters of seniority rights, territory upon which it will be exercised, etc., and a special report should be made to this office showing the arrangement which has been worked out, in accordance with this decision. The committee has pledged its word to see that these men are fairly treated, and we have no reason whatever todoubt their sincerity in the matter."

"The above instructions are fair, and if they were properly observed, there would have been no grounds for a complaint. It appears that the committee impressed the management with a view that the colored porter-brakemen was the principle employes referred to as being placed on the trainmen's seniority list.

"In fact the construction of the rules chiefly concerns porter-brakemen. The porter-brakeman matter has been settled; they have been removed from the list, and if the local chairman on the colored districts had been consulted at the time of the new rules no great change would have taken place on the colored districts, except that the colored porter-brakemen would have been placed on the list, with colored freight brakemen.

This was not so, the white trainmen appointed local chairman on the colored district and directed such changes as would result in bringing to them conditions they sought for more than twenty-five years.

"The General Manager instructs that the colored men would have the right to bid on positions that their age in service entitled them to, the rules also read the same, but colored seniority was no good on passenger trains as flagmen, white brakemen had a chance at all jobs; the colored was and is today restricted to certain positions.

"The Committee may have been sincere at the time of this agreement; we are not in a position to say they were not, but long since that time their sincerity has relaxed.

"It appears now that their only object was to cause the company to discontinue the service of colored brakemen. This whole matter is hinged on one point, that is the coupling of the two seniority districts. The agreement in itself, would not change the conditions at all, now since the porter-brakeman has been removed from the seniority list on the other districts over the

system, if the seniority districts on these divisions were treated in the same manner as the other divisions.

"On the Arkansas Division, they have what is known as the Hoxie District and Little Rock district, all brakemen on this division are white, but they can only exercise seniority in freight service on the district their seniority is placed.

"We desire to place in the record a few statements hoping to substantiate what we have claimed in our submission.

"We, the colored transportation employes of the Missouri Pacific Railway Company, stationed at the above named place, desire to state how we have been discriminated against and unfairly treated, furnishing the exact dates as near as we possibly can on which same occurred, the same to date back from the date that colored transportation employes and white transportation employes were placed on, or together on seniority list.

"Just after we were placed on seniority list together with the B. of R. T., some of our colored brakemen were called and went down the T. & P. Railway, and after so doing for some two or more successful trips, they were told by some of the B. of R. T. that the T.

& P. men would not let them work down there.

"Two of our colored brakemen went down the T. & P. with a B. of R. T. conductor, and while tied up in Goldsboro in their caboose some party or parties shot into the caboose where they were. When the shooting was over, the brakemen that were in the caboose looked out of the windows and saw the conductor that was in charge of them had a hand in the shooting.

"A few days after that the yard office force stopped calling the colored brakemen for any run out of Alexandria except those assigned to regular time table trains and through freight runs.

"Then some of the colored brakemen went to the yardmaster to see what was the trouble, and he told them that they would have to stand the T. & P. Railway examination. And they were called to the offices of the T. & P. to fill out the examination papers but were not allowedto see thebook of rules on the T. & P. Railway.

"When the brakemen asked for a book of the T. & P. rules, they were told that they would have to make out the papers without a book of rules. This event we wish to show how unfair this is to expect men working and

familiar with the rules of one road and perhaps a number of them never employed by that company, -- T. & P. Railway -- and yet be able to properly fill out the examination blank and stand the examination for the T. & P. Railway. However, some of the boys -- brakemen -- filled out the papers correctly, but still were not allowed to work down the T. & P. Railway.

"They then went to the terminal yardmaster and suggested that they did not have to stand the T. & P. rules to work for the Missouri Pacific by whom they were employed. And he, the terminal yardmaster, J. E. Harrell said that we could not work off of the Alexandria board at all, but we were told by him to go to Monroe and work off of that board, so we were all sent to Monroe and placed on the board there, December 19, 1920, the number being eight extra brakemen.

"And on the 15th day of March, 1921, the extra board at Monroe was cut, said to have been done on account of dull business. In so doing there were eight extra brakemen cut off -- all colored.

"In the same month, March, 1922, there was five white menbrakemen hired, and in April, 1921, 11 white brakemen hired, in May, one white brakeman, in June,

twowhite brakemen hired, in July, twelve white brakemen hired.

"But there was not any time room or need enough for brakemen to place the extra colored brakemen that were cut in March back on the extra board, whom we plainly understand according to rules and instruction that the men that were cut on account of dull business should have been replaced first, being either colored brakemen or white brakemen, if same was cut on account of dull business.

"And from that time up to the time being in a number of cases, we have been denied privilege of displacing a white brakeman through an exercise of seniority, when same was due on account of displacement of other senior men.

"We have been plainly told that we could not displace a white man in some of the above mentioned cases. The yardmaster at Monroe refused to allow us to take our turn on passenger train as brakeman or flagman on runs that are now being held by colored brakeman or flagman. But would have a white brakeman called for the run,and allowing him to maintain same or some other

white brakeman to hold the vacancy of the colored brakeman or flagman, until his return for service regardless of the length of time he is off."

Mr. Fairchild: I will ask Henry Allen to make an explanation of that paragraph. Will you explain that paragraph to the Board, about white brakemen will relieve a colored flagman on passenger train?

Mr. Henry Allen: Well, there is a case of that existing now. Dick Church is a colored brakeman holding a regular run between Monroe and Ferriday, and he got hurt a few days ago and a colored man was not allowed to fill his vacancy.

Exam. Berry: What kind of a run, passenger or freight?

Mr. Allen: Passenger run, yes, sir.

Exam. Berry: Is it a local passenger train or a through passenger train?

Mr. Allen: It is a through passenger train.

Mr. Wills: That is a local passenger train; it is not a through passenger train.

Exam. Berry: Was the white man that was put on there older than the colored man that wanted to fill it, or not?

Mr. Allen: No, the colored man was older than any white man that is there. He is walking around Monroe now.

Exam. Berry: Was he on the extra board, the colored man?

Mr. Allen: Yes, sir; this colored man was on the extra board.

Exam. Berry: Who did you take the case up with?

Mr. Allen: Took it up to Mr. Taylor, the superintendent.

Exam. Berry: You did take it upwith Mr. Taylor?

Mr. Allen: Yes,sir.

Exam. Berry: Who took it up with Mr. Taylor?

Mr. Allen: The man that asked for it -- I don't know exactly.

Exam. Berry: I understood you to say a minute ago you did not take it up any farther than the yardmaster.

Mr. Allen: It was taken from the yardmaster to Mr. Taylor.

Exam. Berry: When did this happen?

Mr. Allen: It must have been about ten days ago. They had a collision there and this brakeman, Dick

Church, was hurt in that collision. He is the only colored brakeman that there is on the two runs.

Mr. Aldrich: What extra board was this white brakeman assigned to?

Exam. Berry: Just a minute, now. Have you anything further, Mr. Fairchild?

Mr. Fairchild: I believe that is all. I just wanted to explain this paragraph is all.

Same leaving the extra colored brakeman on the extra board at stand still. Extra colored brakemen were cut off the extra board at Collinston, Ferriday, and Alexandria. And these boards were supplied with white brakemen only.

When the rush ofbusiness came at El Dorado, Arkansas, on account of oil being found there, engaging a number of train crews and yard crews, we were fairly treated for awhile. And from time to time the white trainmengot all the jobsand the colored trainmen were not allowed to displace them by seniority.

Mr. Fairchild: I have a message here to substantiate that paragraph:

"Eldorado, Arkansas, November 11, 1922.

C. M. A. -- (meaning Mr. C. M. Andrews; he is the train-

master):

"I cannot use Brakeman Wilson on any yard jobs Eldorado account B. R. T. objection. Wilson understands also Mr. Taylor suggests you place him on local vacancy on Kelly's crew I understand.

"J. R. C."

He is the trainmaster on the south division.

On November 5, 1922, Engine 420, running extra between Alexandria and Monroe, Louisiana, used two extra white firemen as brakemen. And there were three colored brakemen in Alexandria that had not been called nor used in thirty days.

Exam. Berry: Have you the names of those three men?

Mr. Fairchild: About the working of these two firemen at the time the colored brakemen were on the board. Who presented that?

Mr. Henry Allen: I presented that.

Mr. Fairchild: Mr. Henry Allen can explainthat. Who were the three colored men on the board at the time this fireman was used as a brakeman?

Mr. Henry: E. Jenkins, John Wilson and John

Nunly.

Exam. Berry: Go ahead, Mr. Fairchild.

Mr. Fairchild: When business became dull some of the white brakemen that were cut off of the board began to pick at us, some of these men being at various places, would try to run us off the jobs. And on June 10, 1922, Booker Mansfield, - brakeman - was shot in the hand at Forest Hill, Louisiana, while on duty. On July 8, 1922, H. Y. Stokes was shot at in the same place, July 19, 1922, Horace Jenkins was shot and killed near Pollack, Louisiana, and on October 24, 1922, Tom Kendrix was shot near the same place, -- Pollack, Louisiana.

In each case the brakeman was shot while on duty, and by unknown parties. Some of the white brakemen that were cut off the board live at or near these places where the shooting occurred. Now the strange part that we wish to show is that in each case the men that were shot were breaking for two conductors, that a case of its kind had happened with before.

There have beensome very suspicious thought about this as it has never occurred with other conductors. All of these things when taken to our trainmaster, we

are told that he cannot do anything. That it was up tothe superintendent. And when we went to superintendent with our troubles, we were cursed and told to stay away from his office.

Mr. Allen, I guess, can explain that. The latter part of that paragraph says they were cursed and told to stay away from the office. That is true, is it?

Mr. Henry Allen: That is true. He does that. He won't allow us up there at all.

Mr. Fairchild: The only friends we have are the old conductors, who are unable to do much for us.

The yards in Alexandria were taken from us in the same way. There have not been a colored switchman in the Alexandria yards since October 6, 1919. A colored brakeman was called and went South on work train and tied up at Pollack with a white brakeman. And after being on the job two or three days, the white brakeman asked him if he was not afraid to stay in Pollack, and he, the colored brakeman, told him no, that negroes had been tying up there for the past number of years. The white brakemen told him that they are going to let you stay here now.

So that night, after theday had been completed, a

number of white men came to the caboose where the colored brakeman was, and told him to get out and leave. When he was leaving the caboose, he saw the white brakeman in the number.

A Ross, colored brakeman, was sent to Oakdale Louisiana, by train master to displace a whitebrakeman after a white brakeman had displaced him by exercising his seniority. Upon arriving at the named place above was asked by the conductor in charge of the train that he was to work on, if he came to displace a white man, and he told him that he did, that he was the senior man. The conductor told him that they would not let him stay there. So on the next morning when on this way for duty was met by six white men that had guns and told him to leave or they would kill him. And one of these white men was one that he was sent down there to relieve, - white brakeman.

Signed this the 17th day of November, 1922, at Little Rock, Arkansas. Signed, Henry Allen.

I, W. H. H. Riley, a duly commissioned and acting notary public, withinand for the County of Pulaski, State of Arkansas, do hereby certify that on the 17th day of November, 1922, personally came before me, Henry

Allen, to me personally well known, who being first duly sworn, declares and states on oath that the foregoing statements made on sheets Nos. 1, 2 and 3, hereto attached, are true and correct, to-the best of his knowledge, and many of the foregoing statements he has personal knowledge thereof.

In testimony whereof, I have hereunto set my hand and official seal as suchnotary public, this the 17th day of November, 1922. (Signed) W. H. H. Riley, notary public. MyCommission expires January 3, 1925.

I have the statement of Lee James, as follows:

"Charley Hill, colored brakeman, was shot from back four times and killed, at Lexie, Arkansas, May 19th, 1922, just as he went off of duty, about 50 feet from station. He, Charley Hill, - colored brakeman - had just exercised seniority and bumped Pope - white - yard foreman and switchman at Helena, off of the M. H. & L. local, at-that time, they was making the job a turn-around job account of high water on the line, turn was made between Lexie and Melwood.

"I, Lee James, resumed work on May 20th, 1922, many threats were made to me that night. I was ordered

to leave the caboose. I did not leave. They visited the caboose three times that night, on the first visit they ordered me out, the second time they attempted to break into the caboose, also the third time.

"On the 23nd of June I was accompanied with Harry Walker - colored brakeman - on the caboose. We was also ordered out, and upon not coming out, the caboose was kicked severely by the switch engine, several times, and we were slid from one end of the caboose to the other.

"Monday, November 6th, 1922, I was suspected of being at a place I had been usually seen before. A false call was made for me to leave at an early hour between 3 and 4 o'clock a.m., by an unknownparty. The runs was set up to leave at 6:30 and did leave at this time.

"On May 20th, my first trip the following day after Charley Hill was killed, I was instructed by a planter at Lake View, Arkansas, that he had overheard a conversation to the effect that the same would happen to me, and advised me to leave the run at once for safety. He was a white farmer, and said that he realized that it was a very unfair deal, but he hated

to see any one killed on the account of his job."

I have two or three more sworn statements.

"Memphis Division; McGehee, Arkansas. Statement of W. W. Williams, colored brakeman, employed by the Missouri Pacific Railroad Company, M. M. & L. District South of McGehee. We have been denied our seniority rights on run 398 and 399, by trainmaster G. W. Griffin. I was withheld 21 days on said run which I am holding at present time.

"Signed, W. W. Williams, brakeman.

"State of Arkansas, County of Pulaski.

"Subscribed and sworn to before me a duly commissioned and acting notary public, this the 17th day of November, 1922. (Signed) W. H. H. Riley, notary public. My commission expires January 3, 1925.

"Louisiana Division. Brakeman E. Jinkins, - colored - was on run No. 193 and 194 between Monroe, Louisiana and Alexandria, Louisiana, regular man for three months, previous to said time having filled this run for nine months as extra, and given entire satisfaction, and has filled the vacancy on the same run with service satisfactory with the same conductor since becoming

regular man on said job. It seems impossible to obtain my seniority rights. I have been rejected from this run by orders of the train master claiming to be turned in by the conductor without a trial or investigation.

"Signed this the 17th day of November, 1922, at Little Rock, Arkansas.

"(Signed) E. Jinkins, brakeman.

"State of Arkansas, County of Pulaski: Subscribed and sworn to before me a duly commissioned and acting notary public within and for the county and state aforesaid this the 17th day of November, 1922.

"(Signed) W. H. H. Riley, notary public. My commission expires: January 3, 1925.

"Brakeman Dan Walker, - colored - senior man was displaced on Train No. 147 and 148 between McGehee, Arkansas, and Epps, Louisiana, by Brakeman V. W. Bryant, - white - junior brakeman by orders from trainmaster G. W. Griffin, 10-13-22.

"(Signed) John Clark, Chairman.

"State of Arkansas, County of Pulaski: Subscribed and sworn to before me a duly commissioned and acting notary public, within and for the county and state

aforesaid, this the 15th day of November, 1922.

"(Signed) W. H. H. Riley, Notary Public. My commission expires January 3, 1925."

Mr. Wills: That was a flagman, wasn't it? On a passenger train?

Mr. Fairchild: He does not say so.

Mr. Wills: Well, that is what it is, isn't it, a flagman on a passenger?

Mr. Fairchild: "Ike Trimble, entering service 10-28-83, as brakeman, colored. L. Kendrix, 3-19-97, as brakeman, colored. Dave Longley, 9-23-97, as brakeman, colored. Frank Green, 11-12-97, as brakeman, colored. G. W. Turner, 12-12-97, as brakeman, colored. Lewis Williams, 12-12-97, as brakeman, colored. John Clark, 11-8-02, as brakeman, colored.

"All the above men did bid on said runs here as named passenger trains Nos. 103, 104, 105, 106, between Little Rock, Arkansas, and Alexandria, Louisiana, and on the expired time the bids were up. H. L. Reinhardt, - white,- junior brakeman, seniority dates from 8-2-1920 was assigned to said runs.

"A reply from Local Chairman, W. H. Morrison - white - that Mr. M. F. Weeks, Assistant Superintendent, said to

him that he was a colored brakeman, our bids on these runs were not considered.

"(Signed) John Clark, President Council No. 20, McGehee, Arkansas.

"State of Arkansas, County of Pulaski: Subscribed and sworn to before me a duly commissioned and acting notary public within and for the county and state aforesaid this the 15th day of November, 1922.

"(Signed) W. H. H. Riley, Notary Public. My Commission expires January 3, 1925."

Here is a letter dated at McGehee, Arkansas: "May 5, 1922.

"M. Adams
Frank Davis
Con Jones
Tom Mitchell:

"It has been brought to our attention and complaints have been made that you are holding aregular job in this yard. On the other hand, white men idle account of not able to get employment. This is warning for you to seek new employment at once. Failure to do so will be handled as we see fit."

That is a K.K.K. letter.

In conclusion we desire to direct the attention of

the Board to page 18 of exhibit 1, "Principal of our disagreement with the attitude of the company on this question.

"The principal of our disagreement with the railroad, and the matters that are unadjusted, are as follows:

"First: When the colored brakeman was removed from the seniority lists over parts of the system, white brakemen should have been removed from the before established colored districts.

"Second: We should either be covered fully by the trainmen's agreement or not affected by it at all.

"Third: If it is consistent for the white trainmen to hold districts restricted to white brakemen only, it is consistent also for the colored brakemen to work on a district to themselves.

"Fourth: If white trainmen will contend for rights over the colored districts, they should at least consent for the colored trainmen to have the same privileges over said districts as they assume.

"Fifth: On these districts the colored trainmen are largely in majority, their committee should have a voice in the affairs affecting the internal working conditions thereon.

"Sixth: The committee represented by the Brotherhood of Railroad Trainmen, has used their authority on these districts, in re: representation, too great advantage to themselves and their fellow members, and to an open disadvantage to negro trainmen, who by reason of color cannot become members of the white trainmen's union. This action is in conflict with the provisions of Decision No. 119 and should as a matter of right disqualify them as the representatives of colored trainmen on the districts in dispute.

"The above matters cannot be adjusted between the representatives of the colored trainmen, and the management of the Missouri Pacific Railroad.

"Therefore it was agreed that same be submitted to the Labor Board for adjustment, believing that the Board would in the execution of its duties, render a decision that would provide equal justice for all concerned in this dispute."

To restore conditions such as existed September 30, 1920, on these districts, would still give the white trainmen benefit of their flagging jobs on passenger trains. We have no desire to change the former practice

of the railroad in this respect; we believe as a matter of right these men should retain the positions and conditions they were assured of when they entered the service of the company, and this is all we are asking for the colored trainmen. More than fifty years of service should at least entitle them to a square deal as employes of the railroad. We are, therefore, justified in our contention that:

For reasons such stated herein, no discrimination practiced in favor of or against either white or colored trainmen or yardmen, in the service of the Missouri Pacific Railroad, in matters of reduction of force or assignments to various positions named in the trainmen's agreement, and that separate districts for white and colored freight brakemen be restored, in accordance with the long established custom of this railroad, also that the colored trainmen be allowed to handle their grievances in accordance with the agreement for trainmen, through committees of their own choice on their respective districts.

None of the above would be in conflict with the agreement now in effect for trainmen. The trainmen's agreement provides that grievances may be handled through

committee of the organization such trainman is affiliated with.

That completes what we have, Mr. Examiner.

Exam. Berry: All right.

Mr. Wills: Mr. Examiner, I do not know whether you consider it necessary or not for me to read this statement that we made previously, into the record. It has already been filed before the Board.

Exam. Berry: It is already incorporated into the record?

Mr. Wills: Yes,sir. In the first place, I am a little in doubt as to the representation here. We have an agreement on the Missouri Pacific with the Brotherhood of Railroad Trainmen, the representative of the Brotherhood of Railroad Trainmen, which covers the entire system and does not eliminate any districts or divisions. To grant the request of these men would be in effect to say to the Brotherhood of Railroad Trainmen: "You have an agreement on the Missouri Pacific, and your agreement, so far as its terms are concerned, is unrestricted and unqualified, and yet there are certain districts on the railroad on which your members cannot be employed."

Exam. Berry: When was this agreement entered into between the Missouri Pacific and the Brotherhood of Railroad Trainmen?

Mr. Wills: The first agreement made on the Missouri Pacific was May first, 1890. That agreement was entered into with a committee principally of conductors and the trainmen had very little to say about it.

One year later, May 1st, 1891, was the regular formal agreement entered into with the representatives of both organizations, and which has continued in effect as a joint agreement until 1918. I think that was the year, wasn't it?

Mr. Aldrich: 1918.

Mr. Wills: 1918; the first time a separate agreement was made, one with the trainmen and the other with the conductors. Separate agreements were made at that time.

Now, I have a letter here under date of December 22, 1921, last December, which is some two months after this complaint was filed first, and it is dated Memphis, Tennessee, December 22, 1921, addressed to Mr. J. F. Murphy, general manager, Missouri Pacific Railroad, and reads as follows:

"As the duly authorized representative of the colored yard and trainmen upon the Louisiana and Valley Division of the Missouri Pacific Railroad I wish to bring to your notice the following: Since the four articles of agreement covering train and yard men became effective October 1st, 1920, it has not been properly complied with and the colored man has suffered under the operation of the present system.

"We have cause to believe that it was the equalization of compensation which brought about this agreement constituting straight seniority. Practical application of these rules has caused the negro yard and train men to suffer in many ways, i.e. our number has been diminished, much persecution has been meted out to us by men who back in the old days were seemingly our friends, and we are bound by a contract made by an organization which denies us membership on account of color. Things which we strongly oppose and protest against, as we feel that no person can be bound by acts of an agent unless that agent is clothed with authority to represent him.

"In consideration of the facts above stated, we request the management of the Missouri Pacific Railroad

to establish differentiation between the white and colored yard and train men on the divisions above mentioned, which we believe will bring back the golden days when peace and harmony existed among the employes, prior to Government control.

"In fact, we agree to accept a rate of pay ten per cent on the dollar less than the white man, separate seniority, given the same territory that we had before the inauguration of the rules complained of.

"Thanking you in advance for any consideration which you may give this matter, I am

"Your obedient servant, Tom Macon, General Chairman of Colored Trainmen on Missouri Pacific Railroad."

This is from the Association of Colored Railway Trainmen, Grand Lodge Headquarters, 907 Florida Street, Memphis, Tennessee.

Now here is a man later than that who claims to represent these men, these trainmen. I do not really know by what authority Mr. Fairchild and the Protective Order of Railroad Trainmen speak for the colored trainmen on the Missouri Pacific Railroad. I have never received any statement from the men or any other than"

his statement that he represented them.

Now, as I stated in the statement filed with the Board, this has been a live question on the Missouri Pacific Railroad for some twenty-five years. There were originally certain territory in thesouth over which colored trainmen were used exclusively in freight service. There were some yards in which there were employed colored foremen and colored watchmen and some in which there were white foremen and colored helpers; the practice was not uniform in regard to that matter.

The Brotherhood of Railroad Trainmen and the Order of Railroad Conductors have claimed that those positions should be held by white men, or by men at least who are members of their organization, in order to protect their contract. The management of the Missouri Pacific Railroad withstood that fight and that influence for a great many years. It probably would have done so today had it not been for the fact that the railroads all over the south where colored trainmen had been employed have entered into agreements, many of them and most of them less favorable to the colored man than the agreement that was made on the Missouri Pacific.

Under date of August 27, 1919, Mr. B. L. Winchell,

then regional director of the Southern region, at Atlanta, wrote the following letter to Mr. Val Fitzpatrick, Vice President of the Brotherhood of Railroad Trainmen, and to Mr. J. L. Larrisey, Vice President, Order of Railroad Conductors:

"Referring to our conference this morning: I am sending copy of this letter to Federal Manager Wunburn with request that he promptly place in effect the understanding which I am here outlining, in respect of train and yard service.

"1. All men entering the service on and after September 1, 1919, to fill positions of brakemen, flagmen, baggagemen, and switchmen will be subjected to and required to pass uniform examinations and comply with the regulations as to standard watches and to know to read and write.

"2. Discipline will be applied uniformly, commensurate with the facts in the case, without distinction as to color.

"3. When train or yard forces are reduced, the men involved will be displaced in the order of their seniority, regardless of color. When a vacancy occurs, or new runs are created, the senior man will have prefer-

ence in choice of run or vacancy, either as flagman, baggageman, brakeman or switchman, except that negroes are not to be used as conductors, flagmen, baggagemen or yard conductors.

"Negroes are not to be used as flagmen, except that those now in service may be retained therein with their seniority rights.

"White men are not to be used as porters; no porter to have any trainmen's rights except where he may have established same by three months continuously in freight service.

"4. Any rules, regulations or agreements in conflict with the foregoing are null and void.

"In addition to the above four paragraphs, I am also advising Mr. Winburn that I have reached an understanding with you that trainmen now on the extra board will be permitted to select runs or positions, in accordance with their seniority, but that such selections must be made on or before September 15th, 1919, after which the four provisions mentioned above in this letter will be strictly adhered to."

It is our understanding that an agreement in accordance with this has been reached, or has been put

into effect on practically every road in the southeast.

Exam. Berry: Did you put it into effect on your railroad?

Mr. Wills: We gave them a more favorable proposition than this.

Exam. Berry: You did not --

Mr. Wills: That particular agreement, no, nor for a year afterwards. This was made on August 27, 1919, and we made our agreement with the trainmen at their solicitation, and you might say as a part of their demand on October 1, 1920, or more than a year later.

Exam. Berry: That is when you incorporated these four rules? --

Mr. Wills: That is part of these four rules.

Exam. Berry: (Continuing) -- that these men are complaining about now?

Mr. Wills: Yes, sir. Now this provides, "Except that negroes are not to be used as conductors, flagmen, bagga gemen or yard conductors."

Now the only exception we have made to the colored man as a flagman is on a main line passenger train. They are working as flagmen on freight trains all over

that territory, main line, branch line or otherwise. They are working as flagmen on branch line passeng er trains, but not on main line passenger trains.

There have been, as stated by Mr. Fairchild, instances where colored men, senior to white men, have bid the positions as flagmen on main line passenger trains, and they have been denied that right. The agreement of October 1, 1920, had nothing to do with that situation at all. In fact, as stated in our brief, on April 26, 1904, Mr. Russell Harding, then vice president and general manager, agreed with -- or I should say, wrote General Chairman Shumway, O. R. C. and Anderson of the B. of R. T.:

"Referring to the clause wherein white flagmen are mentioned on Valley Division south from Little Rock: - as written, this will be carried out by hiring white flagmen when possible as vacancies occur."

In 1910 Mr. Higgins, at that time general manager, advised the committee of trainmen that white flagmen would be placed on main line passenger trains supplanting colored flagmen on those trains. That is some twelve years ago. There has been no change in the policy of the company in that regard.

So far as the statements that have been made as to men being shot and injured at various places on the road, I presume every well informed man in the United States is aware of the race riots and troubles we have had in the South. At one particular point on our division, at Elaine, Arkansas, it was rather a national affair on account of the trouble there between the classes and the colored men; and I think that started over the killing of one of our railroad special officers. That started the trouble.

Pollock, Louisiana, the place that was spoken of there, is a place where there has been some trouble in the past. I don't think there is a colored man lives in that town or very close to it. They have had a good deal of trouble of that kind in that town and the colored population has all moved away.

We have had some complaint in regard to the treatment of the colored man in the South in this territory. The last complaint brought to us -- the last special, itemized statement of facts, you might say, bywhich we could identify the case and tell anything about it, was brought up by John Shaw, who was acting as chairman.

He brought his cases up to Mr. Brooks, general superintendent at Little Rock, and he then brought them to St.Louis to me. After talking with him in St. Louis I felt that it was useless to handle the matter at such long range, and invited him to bring his committee to Little Rock, and I would meet him there. I had all the superintendents, part of the trainmasters from the territory that was under discussion. Mr. Aldrich here, general chairman and the local trainmen of the Brotherhood of Railroad Trainmen, so that the whole matter could be threshed out. When Mr. Shaw left, he professed to be satisfied with the way in which the matter had been handled and to be satisfied with the explanation offered of some of the matters he was talking about, with the exception of his seniority. There had been a break of some three or four years in his seniority which he evidently wanted to ignore and which the superintendent objected to, and I had to sustain him. Outside of that we have never had specific complaints that I can recall from that territory.

The next move I heard of in the matter was Mr. Fairchild bringing the matter up to Chicago. If these

men have any grievances which they cannot settle locally on the ground, we will be glad to listen to them and treat them fairly in the matter, and give them just the same consideration we give white men.

In regard to the statement about the Alexandria board, as you are aware, or probably you are not aware, but it is a fact that up until thirty days ago the Missouri Pacific operated through service between Alexandria and New Orleans and Gouldsboro, over the Texas & Pacific rails.

The Texas & Pacific, about three years ago -- correct me if I am wrong on that date, because you know it better than I do -- the Texas & Pacific some three years ago entered into an arrangement with the Brotherhood of Railroad Trainmen by which the colored men then on the road would retain their rights and runs, but no more would be employed, and as fast as they left the service their places would be taken by white men. That made a very strong feeling among the white train men on the Texas & Pacific, if any more colored men came down there, whether on our runs or any other runs.

Mr. Fairchild referred to some pretty harsh and

inhuman treatment that the colored trainmen had gotten at Gouldsboro. I think he is mistaken. I think it occurred at Addis, instead of Gouldsboro. That is my recollection of it. I never heard it said, however, that the conductor had anything to do with it, Mr. Fairchild, but I think the statement that the caboose was fired into is correct. That is our understanding, but that it occurred at Addis, and on that account we could not use colored men on that territory. Men worked every direction out of Alexandria. They work south towards Lake Charles; they work southwest towards New Orleans, and north towards Monroe. We could not maintain an extra board of colored men at Alexandria if we could not use them towards Gouldsboro, the way in which they would be wanted, and that is why the colored men are at Monroe.

Exam. Berry: Well, you are running into New Orleans over the Texas & Pacific tracks on a contract basis, aren't you?

Mr. Wills: Yes, sir.

Exam. Berry: Now the agreement in effect between the Missouri Pacific and the trainmen, did that carry

on the Texas & Pacific?

Mr. Wills: Oh, yes; yes, sir.

Exam. Berry: Consequently, as far as the Texas & Pacific men are concerned, they had no jurisdiction, or you were not controlled by that agreement in any way.

Mr. Wills: We were not in any way controlled, and we put the men down there, but the men could not stay there, Mr. Examiner. You understand, if they cannot work there --

Exam. Berry: No. What is there about this question of their having to stand an examination and your officers would not give them Texas & Pacific book of rules to familiarize themselves?

Mr. Wills: That is brand new to me. I never heard about it at all before; never heard of such a thing. If that has ever come up, it has never come to me.

Exam. Berry: Another question: They brought up some pretty serious matters here in regard to the carrier going out into the ranks of extra firemen and putting extra firemen on as brakemen with men lying on the extra board.

Mr. Wills: That is also one statement I have not heard before and I have not any way to verify it. If you desire special information on that, I will be very glad to get it and furnish it to the chairman.

Exam. Berry: I think all these charges that this organization has made, if you are not able to answer them today -- except the shooting matter -- I don't think the Board can go into an examination or investigation about shooting that has taken place down south, because they never would get anywhere with it or any place, for that matter; but these charges that are made with respect to men not being called and men laid off and white men employed in preference to these men, who have only been laid off on account of slack business, are matters that I think you ought to investigate and report to the Board.

Mr. Wills: Here is a question in regard to that, Mr. Examiner, that has some influence on that matter: business, as you know, has been very dull and especially in the South, some years ago, when the lumber mills and all were closed down. Now during that time we had an enormous extra board all over the system. We made an

agreement with the Brotherhood of Railroad Trainmen, -- or they came in and we talked the matter over at the instance of the company. We wanted to quit carrying this enormous emergency board, men entitled to transportation, or coming in and asking for transportation who were working in all kinds of industries around there. That not only affected the South, but affected the entire country, and we made an arrangement at that time, at the instance of the company, that we would cut these boards down to the men actually needed to take care of the service, and the other men went; that was the end of it. We did not return men to service there, nor in Missouri, nor Kansas, nor Nebraska.

Exam. Berry: Did that apply to --

Mr. Wills: Over the entire system.

Exam. Berry: I know, but did that apply to whites and colored?

Mr. Wills: Yes, sir, alike.

Exam. Berry: Just the same.

Mr. Wills: Alike, over the entire system.

Now we have in service on our railroad, as we stated, about 2217, at the time we made this agreement,

2217 men who came under this agreement, and of that number 157, or about seven per cent, represent the colored men. We made no rule that applied to one that did not apply to the other. If they have not been carried out it is the fault of some local officer, which we stand ready to have adjusted if brought to us, but to say now which is -- this entire matter comes down to this: what these men are asking for is this, that we go back to a practice in effect prior to October 1st, 1920 and say that certain territory willbe manned by colored men and certain territory will be manned by white men. That is all there is to this proposition.

The management feels that we have no right, as long as we have an agreement with the Brotherhood of Railroad Trainmen, covering the trainmen on the Missouri Pacific System, to make such an agreement or to make such an understanding or arrangement with anybody, with the fact that we carried that kind of an arrangement through for a great many years, fearing just exactly the very kind of complaints that we were going to have here, with the best intentions and the best supervision we can give the matter, fearing that this

very thing would occur that has occurred now, the fact that we withstood that all these years, in accordance with our agreement.

Exam. Berry: Did the management meet these men and thresh out these differences?

Mr. Wills: These colored men?

Exam. Berry: Yes.

Mr. Wills: Yes, superintendents, - general superintendents and I have met them. On our railroad I handle those matters to a conclusion.

Now, Mr. Examiner, there seems to be among these men -- I have no doubt of their sincerity; I have not the slightest doubt of their honesty. A great many of these men have been some of the best trainmen that the Missouri Pacific Railroad ever had. We have stuck to them and done everything for them we possibly could, but we could not consistently maintain a position that when we had an agreement with the Brotherhood of Railroad Trainmen that we could say to them that there is a space of about seven hundred miles under which your men cannot work as trainmen or brakemen, and we could not maintain that situation any longer. Why

they have in the past stood for that proposition has been rather a mystery to me during the time, but they have. Now, another thing about it: I do not know of a class 1 railroad in our territory that employes colored trainmen west of the Mississippi. The M. K. & T. has none; the Rock Island has none, and the Frisco has none, and the Santa Fe has none. The Texas & Pacific had a few. The L. R. & N. probably did have a few, but none of the others did, except as porters on passenger trains. We have fought their fight, as I have told you, for twenty years, until it got to a proposition where we could not fight it any longer. We were inconsistent in the stand we took in the matter in the first place.

Now the only question in my mind in connection with this matter at all is, have these men been fairly treated. Now they want to go down on these divisions and set up a separate organization, working under that agreement. Now that agreement says that these committees will be constituted to handle grievances and handle complaints and to detail the method of procedure.

Now they want to come up here and establish another

committee, outside of that, to handle all matters. They do not belong to the organization that has a contract. They are in an unfortunate situation and an unfortunate position, but I know nothing that we can do to remedy the matter except to locally try to see that they get fair play.

Now I would like, if Mr. Aldrich has anything to say, that you will give him the opportunity, if you please. He holds the contract, and I feel he is more concerned -- I should say that his organization holds the contract on our railroad, and I feel he is more concerned in this business than the company itself is.

We can run these trains down there with colored men. We can get along fine, have no trouble in the wide world. They can do the job as brakemen. We do not propose to use them as flagmen on passenger trains, because there is a very strong prejudice down there; it will make trouble. Mr. Fairchild told you the same thing in making his presentation on that; and it will just put us in trouble with our people if we attempt that.

Now we can go ahead any way in the matter, but that

would not be fair to the Brotherhood of Railroad Trainmen if we in any way diminished their rights on the territory over which they hold an agreement.

Exam. Berry: Is there something you wish to say in connection with this, Mr. Aldrich?

Mr. Aldrich: There was a statement made here a while ago by Mr. Fairchild and substantiated by one of his men over here to the effect that a regular passenger brakeman, -- I think his name was Church -- had been injured and a white man, junior to some of the colored men, had been placed on the run in his place.

I want to call the attention of the Board to paragraph A of Article 3 of the trainmen's schedule which reads as follows:

"Extra passenger boards will be maintained on each division. An assignment of freight trainmen sufficient to protect the extra passenger board will be made by the superintendent and local chairman. Extra passenger men will provide themselves with uniforms and will be given extra passenger work at the regular rates for such service.

"Paragraph B. Freight train men, not rated as

extra passenger men, required to run passenger trains will be paid freight rates therefor as specified in Article 5."

Paragraph A of that article provides for the maintaining of a sufficient number of freight trainmen to protect that passenger work at the passenger rates, which is a lesser rate than the through freight rate.

For that reason I presume a white flagman or trainman was placed on that run, due to the fact that he was an extra passenger brakeman, and I don't think that they carry any colored extra passenger brakemen on that territory, due to the fact that practically all the runs there are main line runs or operating over a part of the main line.

With respect to the statement that was made by Fairchild that the Brotherhood of Railroad Trainmen handles grievances for no one other than their own members, I want to say this, that this schedule covers the class of services represented by the Brotherhood of Railroad Trainmen; and there isn't anything in that schedule that prohibits any man working in the classes of service represented in the schedule from requiring

the trainmen to handle their grievances.

Exam. Berry: If they request it.

Mr. Aldrich: If they request it, and we do that, and Mr. Wills will substantiate this statement, that just recently I handled a grievance of, I think, possibly a member of Mr. Fairchild's organization, Arch Monroe, who was performing services as a brakeman and was being paid the porter's rate, and he was allowed the difference between a brakeman and porter's rate for some six or seven months. It amounted to, I think, around $350 or $400, -- which shows we do not confine the handling of grievances to our members only.

Exam. Berry: But these men are not prohibited, are they, from handling their own grievances?

Mr. Aldrich: These men are not prohibited under this rule from handling their grievances themselves, individually, but not as a committee.

Exam. Berry: Where does this rule affect these men?

Mr. Aldrich: Which rule is that?

Exam. Berry: That you are just repeating here.

Mr. Aldrich: I don't get you on that.

Exam. Berry: Where does that rule affect these men that are working here?

Mr. Aldrich: You mean handling their grievances?

Exam. Berry: Yes.

Mr. Aldrich: It does not. They have a perfect right to handle their grievances individually. Then if they cannot adjust them, they have a right to call on our local chairman to adjust their grievances.

Exam. Berry: Oh, they are under your control.

Mr. Aldrich: They are under our control, and if the local chairman will not adjust it, they can refer it to me, as many cases have been.

Exam. Berry: Then you arbitrarily take jurisdiction over men employed on the Missouri Pacific Railroad, but say to these men that they must present their grievances to your organization, but still they are not members of your organization, is that the idea?

Mr. Aldrich: No, no.

Mr. Wills: No, we do not say that.

Exam. Berry: What is what I wanted to correct.

Mr. Wills: Get Rule No. 57 there.

Exam. Berry: Just a minute, please.

Mr. Aldrich: They must be handled in line with the agreement in effect. In other words, a committee of Fairchild's organization could not go in on a part of the system where we hold the contract and negotiate some special agreement to cover that part of the system.

Exam. Berry: No, but here is one of their men that has been done a wrong by somebody --

Mr. Wills: Read Article 57.

Mr. Aldrich: Article 57 will cover that.

Mr. Wills: That is taken care of in that article.

Mr. Aldrich: "Representation. The right to represent trainmen in making and interpreting agreements, rules and rates of pay, and in handling seniority for trainmen shall be vested in the regularly constituted committee representing the trainmen employed by the Missouri Pacific Railroad. This, however, does not abridge the right of any trainman to take up a personal grievance with the officials of the railroad, either by a personal representative or through the committee of the organization with which he is affiliated.

"Adjustments by the railroad of personal grievances in such cases must be made in accordance with the

rules and practices of the Trainmen's schedule."

Now there never has been any grievance called to my attention by any of the members of the Protective Order of Railroad Trainmen, with one exception: that a grievance of a porter-brakeman by the name of Warren, at Little Rock, who filed a time claim with the company, because he had been illegally displaced, and the representative of the organization, nor the representative of the railroad company, who was the caller at Little Rock, had anything to do with it, and it was brought up to the individual, and that individual was told to adjust that claim with Mr. Warren on the best basis he could; and I understood that he either paid Mr. Warren whatever time he lost, or a part of it in settlement of that claim.

Exam. Berry: Did he appeal this case to you to handle it for him?

Mr. Aldrich: Mr. Warren?

Exam. Berry: Yes.

Mr. Aldrich: Yes.

Exam. Berry: And then you did not follow it through?

Mr. Aldrich: I said to this man, "You pay Warren

what he is entitled to."

Exam. Berry: Then what did you do? Did he do that?

Mr. Aldrich: He and Warren got together some way and settled it.

Exam. Berry: Go ahead, if you have anything further, Mr. Aldrich.

Mr. Aldrich: About the examination of the colored men operating over the Texas & Pacific Railroad. That is required of all Missouri Pacific train and engine employes.

Exam. Berry: I know, but the charge here is that these men were not given a book of rules in order to familiarize themselves, so that they could pass the examination; and that is a question for the railroad to answer, and the B. of R. T. is not interested in that feature.

Mr. Aldrich: I was just going to say, that when we take that examination on a foreign line we are not given a book of rules. We are given a book of rules to study up if we want one, but we are not permitted to have a book of rules to answer the questions from.

Exam. Berry: That is not the point. They were not given a book of rules here in order to familiarize themselves with the conditions. It is thoroughly understood that men could not be called upon to make an examination and have a book to copy from.

Mr. Wills: We question that statement, Mr. Examiner.

Exam. Berry: That is one of the things you will have to investigate.

Mr. Wills: Yes. We can do that.

Mr. Aldrich: About the treatment that has been accorded the colored men down there, being shot at and all of those things, that is something that we have not any control over. We cannot control the actions of the citizens of any community.

Exam. Berry: We are not asking the Brotherhood of Railroad Trainmen to do that, Mr. Aldrich. That is going a little too far afield.

Mr Aldrich: About the charge of discrimination of these men being cut off the board and not hired back. In 1920, as Mr. Wills has stated to you, effective October 1st, this agreement was entered into tak-

ing over all of these men holding positions that paid the brakeman's rate of pay. That included the head end jobs on the passenger runs; and sometime, I presume, in the next three or four months after these men were taken over, business dropped off quite a bit on the Arkansas division, the men holding passenger runs from Texarkana to Poplar Bluffs were laid off, and when the force was reduced several colored men were displaced on the head end of those passenger jobs, and several of our men were displaced. Several of our men were cut off the board when the force was reduced, along with several of the colored men, and some of these men's seniority dated back as far as 1915. There are a lot of those men who have never been returned to the service of the road, and when some of them were returned they went back as new men. Every colored man that was cut off under that reduction of force, when they went back to conditions prior to October 1st and restored those head end jobs, and the colored men were returned to those jobs with seniority. Our men were never given back seniority, and some of them have never been employed. So there was not any discrimination against

the colored man, as far as that was concerned. They were treated just the same as all the white men on the railroad.

Mr. Fairchild: May I ask Mr. Aldrich a question, Mr. Examiner?

Exam. Berry: Yes, if he is through. Are you through, Mr. Aldrich?

Mr. Aldrich: Go ahead.

Mr. Fairchild: You made mention of these men being placed back after -- they were placed back as porters. Can you recall at any time that any of the colored brakemen on the Valley and Louisiana division have been placed back, having beencut off on account of dull season?

Mr. Aldrich: No.

Mr. Fairchild: Can you recall any time that one has been employed since then?

Mr. Aldrich: Can I?

Mr. Fairchild: Yes.

Mr. Aldrich: Well, I could not answer that because I do not know what the conditions are.

Mr. Wills: I can answer you on one thing. I spoke

to the superintendent, Superintendent Taylor of the Louisiana division yesterday, and I asked him that very same question and he said yes, that he put 22 men back recently.

Exam. Berry: Now, here is a superintendent giving the assistant general manager some information. Let's find out about it. Is that so?

Mr. Henry Allen: No, sir. I am in Monroe every day. Got a regular run between Monroe and Alexandria. There haven't been but two men put in there.

Mr. Wills: Have you been up in the Smack Over country lately?

Mr. Walter Tyler: I have been working there for 27 years as brakeman, andnever since I have been working there do things exist like it do now, since they got that agreement, and we haven't. I run a local from Little Rock to McGehee everyday, and it has got a brakeman. Not only that, all our older brakemen are old experienced men. They have been taken out of service and our youngest men they will say, if the older men are getting out of service for any little thing, they can be put back, they won't reinstate him under any circum-

stances. I don't run down in Mr. Taylor's division.

Mr. Wills: Then you don't know anything about the statement I just made.

Mr. Walter Tyler: Yes, sir, I run in McGehee, a joint division.

Mr. Wills: But on the other division it is not joint at all, the line between Smack Over and Monroe is not within a hundred miles of you, is it?

Mr. Fairchild: Maybe Mr. Allen can answer that question. You work out of Monroe, don't you?

Mr. Henry Allen: Yes, sir. Mr. Taylor put two men back to work, and when the strike came on Mr. Taylor went around and picked up these men that had been put off the board, and he says "you boys come and help me out", he says, "and I will reinstate all of you", and he stuck them around the shifts and the shops, knocking fires and different jobs until the 16th of this month. He put two of them men back to work on the seniority dating from the day he put them back, the 16th of this month. That is the only two men that were cut off.

Mr. Wills: If they were cut off with the understanding we had with the Railroad Trainmen, their sen-

iority would date back.

Exam. Berry: There was quite a difference there between 22 and 2.

Mr. Wills: Yes, I understand that. I am giving you what the superintendent told me, and I have the highest respect for his truth and veracity, sir .

Mr. Aldrich: I will say, to my knowledge, there have been several colored men who have been dismissed from the service whoare not, -- or who have not been reinstated down there.

Mr. Fairchild: There is another explanation I would like to get. In Article 57 Mr. Aldrich takes the position that in any individual matters, of course, we can represent ourselves, but when it comes to a committee, it must be a committee represented by the Brotherhood of Trainmen, - the Brotherhood of Railroad Trainmen. I do not think he is substantiated, not in Article 57. Article 57 reads that either by personal representation or through the committee of the organization with which they are affiliated. That is the way Article 57 reads.

Mr. Wills: That is understood.

Mr. Aldrich: What did you say about Article 52?

Mr. Fairchild: I meant Article 57. The last two lines of the first paragraph. It says, "Either by a personal representation or through the committees of the organization with which he is affiliated." That does not say the Brotherhood of Railroad Trainmen. The position we take is that on these particular districts this is an agreement for the trainmen employed on the Missouri Pacific, not the Protective Order of Railroad Trainmen, the Brotherhood of Railroad Trainmen, or any other organization. According to this agreement the conditions would apply locally in the same manner on every district. The only thing necessary would be to comply with the provisions of the agreement, and this article 57 says here "through committees of the organization with which they are affiliated." They may perhaps be affiliated with some other organization. The majority of the men on that particular district may have a desire to handle local matters in accordance with the agreement on that division, through a committee of their own choice. There is nothing to prohibit it in the agreement.

Mr. Ahrich: The adjustment by the railroad in such cases must be made in accordance with the rules provided for in the railroad schedule.

Mr. Fairchild: That is true; there is no objection to that, and this would not interfere with it. It does not specify the Brotherhood of Railroad Trainmen committee, that is the point.

Exam. Berry: Have you anything further to offer now?

Mr. Fairchild: That is all.

Exam. Berry: Have you anything further, Mr. Wills?

Mr. Wills: No.

Mr. Fairchild: Mr. Williams wants to make a statement.

Mr. W. W. Williams: In regards of the extra board in McGehee, we have no one to take our grievance. The man who handles it there, if you make a complaint to him, he will tell you plainly he ain't handling no grievances for a colored man, and therefore you have no trainmaster to go to. If you go over his head, you are discharged. That is the shape you are in in McGehee.

On the territory where I have been on for the last seventeen years, which is the M. H. & L., I got bumped on the 21st of July. I was twenty days withheld on that run, and a white man had it who is on the board from 1921. Twice I had gone to my trainmaster to get an order to be placed, just showing how unfair I was dealt with. He told me he had nothing to do with it, go to your local chairman. I says, "Who is he?" He says, "He is Mr. Haskell." I says to him, "Well, you be tter give me an order to him." I got an order from him and goes down to the conductor running the crew, 398 and 399, out of Lake Providence. He tells me, "Williams, this is no good, you will have to go back to somebody else and get an order," showing how they baffled us around. I goes back and get an order from Mr. Haskell and goes down again and he turns it down, says it was no good. All right. I asked the conductor to write his statement on it here. He says, "Will, I don't like to do it, but I am going to do it." He says, "According to the trainmaster 's agreement he promised to not let this man be bumped, although.I have no objection to them being bumped to

work the older men." So he wrote that on the back of my card.

Mr. Wills: Who was that conductor?

Mr. Williams: J. G. Griswold. That was on the 22nd of July. I returned back and hung around three or four days. They fired the men off. Of course I could not take anything else. They put it back in about 12 days. They baffled me around about twenty days, so they finally let me on the run, and I am on it now. Take the grievances we have. The boys around there are treated most cruelly; they have nobody to take up their case for them. These statements that have been made, that you promised us in the conference we had, Mr. Wills, in St. Louis, that they would be put back -- they put them back one day and cut them off the next. You know that is true.

Mr. Wills: I don't know anything about putting them on one day and cutting them off the next.

Mr. Williams: They did it. They have 1921 men, any amount, about 40, that has been hired there. Nine colored men have been restored. On the M. H. & L., the district I work on, three extra men were put on.

Warren Miller is one of the extra boys getting that work. Preston Gibson, taking a work train out of Lake Providence, a 1917 man, fully competent, on the same board with 1916 men, three men cut off. And we have two men on the board with regular jobs that have not been working ever since, -- John Evans and Frank Roberts, two white men holding regular jobs on 298 and 299. Preston Gibson was a 1917 man, and there was a 1916 man and one was a 1920 man. Those men have been cut off. The trainmasters won't talk to them.

I asked the trainmaster about those men, about going back, and he talked to me until I felt ashamed.

We have nobody to carry our grievance to but the Master above, and that is all. I couldn't explain the situation to you in St. Louis when we were in conference, and you promised to come down and straighten it out, and you came down, but the straightening out has not come.

Mr. Wills: I did not see you when I came down there.

Mr. Williams: Yes, you did; you met me.

Mr. Wills: I didn't see you at the conference in

Little Rock.

Mr. Williams: I just could not make my way there. I didn't know when you would come.

Mr. Willz: Yes, I notified your man Shaw that you send up to St. Louis the day I would be there. I cannot notify you all.

Mr. Williams: I met you in Lake Charles, and you asked me the situation and I told you it was just the same, didn't I?

Mr. Willz: I don't think you said that.

Mr. Williams: Just the same, I told you, just the same.

Mr. Willz: I was only asking him how he was getting along, and he said very well, but some people did not seem to give him much consideration.

Mr. Williams: I told you just the same. It is just the same today, just the same today. It is no use of having a man who is not your own race in that country to try to think that he is going to do you any good. There ain't any use at all, and this is nothing but the truth. I would not go up before an audience like this, of intelligent men, and lie; I wouldn't do

it. I am a Christian man and I don't want nothing but right. Every word that I have said, and I could not say enough if I was to stand up here and talk all day, is true. It is a situation I have been in for 17 years and I know it. I went from engine foreman, and I have worked on the engine in McGehee, and I went from engine foreman on, and I have been there seventeen years and I know the situation; I know it just like a map. I could call name by name from here to tonight, and I would not tell any mistake; but you know the situation just like I do, Mr. Wills, because those people down there are going to tell their side, but the truth is the truth.

Mr. Aldrich: About that condition of cutting these men off, that happens all over the railroad. We have cut men off the board with a seniority of 17 and 18 that they won't hire back there. That rests entirely with the employing officer as to whether or not he wants to employ that man. I think Mr. Wills will bear out the statement that I have come to him many times and tried to get men re-employed who were cut off the board, and it developed that they were not good

men, and we let it drop, let it go at that. That condition obtains over the entire railroad.

Exam. Berry: Does that obtain that men have been -- that does not obtain with men that have been in the service five or six years?

Mr. Aldrich: Absolutely yes. I can show you men on the Arkansas division who were cut off between 1920 and 1921 down there, that had as much as three years' seniority, that are working over on the Rock Island now.

Exam. Berry: Do you know about these men that were cut off in 1916, 1917 and 1920, why they werenot put back to work or why they were cut off?

Mr. Aldrich: Not any more than I know why several of our old men on different divisions were.

Exam. Berry: Do you know anything about them at all?

Mr. Aldrich: No, sir.

Exam. Berry: Then you are not familiar with this particular case.

Mr. Aldrich: Only I presume there are conditions prevailing there that do on other parts of the rail-

road.

Exam. Berry: But you do not know anything about the individual cases.

Mr. Aldrich: Not the individual cases.

Mr. Fairchild: Mr. Clark wants to make a statement.

Exam. Berry: Where are you from, Mr. Clark?

Mr. Clark: North Little Rock, between Little Rock and McGehee.

We have never before witnessed a time when our men were cut off on account of dull business and when they needed men, of course, they re-employed them back. Prior to October 1, 1920, we have been able to see -- our switchman, we haven't got any more. We had him before. Since the agreement went into effect they do not use them any more.

We have an extra man on the board at Little Rock quit working with all the seniority privileges, but we have seven of them, and eleven colored, and they only work on freight trains. That has happened since this new agreement went into effect. Many men have gone over and asked the superintendent and trainmaster

concerning them working into these other trains and working on other divisions, and they were told we could not do so north of Little Rock. This did not happen until the new agreement went into effect October 1st, 1920. We feel, and it shows that our members are getting less and others increasing. Of course all I have said is true, and I am there, and I have felt it every day between the two terminals.

Mr. Fairchild: Mr. Daniels would like to make a statement.

Mr. Daniels: I am an extra brakeman out of McGehee. I am on the extra board at McGehee now. We have there W. Bryan, a young white lad of 1921. I was first on the extra board. They called him out on a flagging job between McGehee and Epps, in place of myself. He went to the bottom of the board and got in seven times out, and that case happens that way with all we extra brakemen down there.

Referring to that Smack Over job, they don't advertise those runs over there. We can't even get to work over there. They sent seven white men from Monroe. I don't know where they got them; just picked

them up somewhere around, and we colored brakemen is 12 or 13 at McGehee, begged to go over there. They won't let us go. They says it is a white man's job, ain't going to allow any more of us over in that territory between Gurden and Smack Over.

I could explain to you several little cases about the extra board down there, but I want to be personal, to know direct what I am saying. I haven't got it. I could have brought you copy, figuring it was all up here.

We extra men down there of five and six years and ten years seniority, we are worked over by men who have two years seniority of a different color; but we are supposed to have Mr. Morrison, our local chairman. If you walk up to Mr. Morrison and he has a switchman and an extra engine fireman and you say, "Mr. Morrison, here is 147 and 8, which is a branch run, we are entitled to flag 147 and 8, McGehee to Epps" and say "it is going out to night, and I want to go on that job." Well, he says, "It has been agreed here before that that is a white man's job." He says, "I just have to send Bryan; I got to have a white man there." There

are 1918 and 1921 men, and they are coming over there every day, and I have been there ten years and didn't get a regular job. I had a regular job out in Kingsville. They have taken me off of that job. If I can't give you satisfaction from the copy on the kind that -- I can do fixing. We have colored men down there who can do anything for them; they can see the truth, and they say we are not qualified. There is G. A. Young, an extra brakeman, he was taken out of the service of the company, and what for? We don't know.

I have no doubt the executive heads of the railroad company,--Mr. Willis and Mr. Murphy-- they do not know anything about it. I do not say they agree with them, but it is the law officials that we are running against today. We get no information from them. I am telling the truth. With all respects to you, I have not been adjust it.

Mr. Patterson: What do you

Exam. Brown: [illegible]

[illegible]

MASTER FILE

NATIONAL MEDIATION BOARD

CLOSED

NO. [illegible] (PART ____)

PARTIES TO DISPUTE

(PART ____)

DOCKET NO. ____

MR. McMENIMEN

DOCKET
4092

UNITED STATES RAILROAD LABOR BOARD
Chicago, Ill., March 1925.

Decision No.____

Association of Colored Railway Trainmen
VS
Illinois Central Railroad Company
Yazoo and Mississippi Valley Railroad Company

Question--Protest against alleged violation of yardmen's agreement, at Memphis Terminal, by restricting colored switchmen's seniority to head-on only.

NOTE: Joint statement of facts, employes' position and carrier's position is the same as proposed decision now before the Board.

Decision--The Railroad Labor Board decides that the employes involved in this dispute are not deprived of work for which they are eligible under the agreement, and therefore, the complaint is dismissed and the request of the employes denied.

By order of

UNITED STATES RAILROAD LABOR BOARD

Chairman

Attest:

Secretary.

RLB-Copy
1150-065

Docket
4092

UNITED STATES RAILROAD LABOR BOARD
Chicago, Ill., May 12, 1925

Decision No. 3534

Association of Colored Railway Trainmen
v.
Illinois Central Railroad Company
Yazoo & Mississippi Valley Railroad Company

Question.—Protest against an alleged violation of the yardmen's agreement at Memphis terminal by restricting colored switchmen's seniority to head-on only.

Statement.—The following is quoted from the submission:

"Employees' position.—The colored yard brakemen or switchmen at the Memphis terminal, employed by the Illinois Central Railroad Company and the Yazoo & Mississippi Valley Railroad Company at Memphis, Tenn., claim that the seniority rule as incorporated in the contract entered into by the representatives of the majority of employees, the Brotherhood of Railroad Trainmen, and the carrier, is now being and has been violated since 1920.

"Article II, entitled, 'Seniority,' on page 6 of the schedule of rules and wages governing yardmen, effective November 18, 1920, reads, in part as follows:

"'(a) Seniority rights of yardmen will date from the time they enter service continuous in yard or terminal where employed.

"'(b) The right to preference of work and promotion will be governed by seniority in the service. The yardman oldest in the service will be given preference, if competent.

"'(c) In the appointment of yardmasters and assistant yardmasters the senior yardman will, in all cases, be given full and unprejudiced consideration.

"'(d) Rights contained in this agreement shall be understood to apply for both white and colored employees alike, and this plainly and necessarily involves only one seniority list in which all men will be treated uniformly, regardless of race or color.

"'(e) All men entering the service on and after January 16, 1920, to fill the positions of switchmen will be subject to and required to pass uniform

(OVER)

examinations and comply with regulations as to standard watches and to know how to read and write.

"(f) Discipline will be applied uniformly, commensurate with the facts in the case, without distinction as to color.

"(g) When yard forces are reduced, the men involved will be displaced in the order of their seniority regardless of color.'

"Paragraph (d) plainly states that rights contained in the agreement shall be understood to apply to both white and colored alike, and that all men shall be treated uniformly, regardless of race or color. Notwithstanding this fact, it appears that the representatives of the Brotherhood of Railroad Trainmen and of the carrier have come together on an understanding whereby the provisions of paragraph (d) are nullified as far as the colored switchmen are concerned.

"The practice, in part, of which the petitioner complains, is that colored switchmen are not permitted to exercise their seniority on the rear end of switching crews nor switch-lining jobs, while white switchmen are permitted to and do exercise their seniority on all positions. For instance, where a crew consists of three men, a yard conductor and two yard brakemen, one brakeman fills the position known as engine follower, the other brakeman fills the position known in railroad parlance as 'rear-end man,' or 'long field man.'

"Under the present practice the colored yard brakeman's seniority is restricted to the head end only, known as engine follower, while the white yard brakemen can and do exercise their seniority, as before stated, on both rear and head ends. In the Nonconnah hump yard there are two engines working on each shift, with a crew of one conductor and seven brakemen each. One of these brakemen is colored and fills the position of engine follower; six are white brakemen, one filling the position of 'tie-down man,' in other words, rear-end man, and the other five white brakemen fill the position of liners. They are stationed at intervals along the lead to line the switches. In addition, there are 20 brakemen know as car riders who take care of the cars as they are cut off over the hump. Under the practice complained of, the colored switchmen are permitted to exercise their seniority as riders, but are prohibited from exercising their seniority as liners.

"On May 3, 1922, a committee representing the colored switchmen at the Memphis terminal met in conference with A. E. Clift, then general manager of the carrier. After

producing evidence showing that the seniority rule was being violated in the Memphis terminal, he requested that the discriminatory practice be discontinued and that that part of the agreement pertaining to seniority be carried out to the letter. A copy of Mr. Clift's written answer to this committee appears below:

Chicago, Ill.,
May 3, 1922.

James Williams,
Henry Moore,
J. H. Eiland,
Memphis, Tenn.

Return herewith your memorandum dated April 29 with reference to the exercise of seniority in Memphis terminals.

I have given your request very careful consideration and feel that I cannot make any change in the present practice of handling yardmen at Memphis.

A. E. Clift.

"Mr. Clift's answer not being satisfactory, the case was appealed to L. W. Baldwin, at that time vice president of the carrier. A copy of his written answer reads as follows:

Chicago, Illinois,
October 30, 1922.

J. H. Eiland,
John Jones,
James Williams,
Memphis, Tenn.

I have your letter of October 18 appealing from decision of General Manager Clift with reference to the handling of colored switchmen at Memphis.

The present schedule of the Brotherhood of Railroad Trainmen was negotiated with that organization in accordance with Decision No. 119 of the United States Railroad Labor Board, and seniority rights of switchmen on Memphis terminal are being handled in accordance with that agreement.

L. W. Baldwin.

(OVER)

"On the 7th day of April 1924, the petitioner, through its president, J. H. Eiland, met in conference with J. J. Pelley, present general manager of the carrier. After discussing this same question of discriminatory seniority, he requested that the carrier discontinue this practice and put into effect the provisions of the agreement. A copy of Mr. Pelly's written answer to this conference reads as follows:

Chicago, Ill.,
April 7, 1924.

J. H. Eiland,
Memphis, Tenn.

Referring to conference to-day relative to alleged discrimination in handling of colored switchmen at Memphis.

The seniority rights of switchmen at Memphis terminal are being handled in accordance with the schedule agreement with the Brotherhood of Railroad Trainmen, negotiated with that organization in accordance with Decision No. 119 of the United States Railroad Labor Board.

J. J. Pelly.

"After receiving this unsatisfactory answer from Mr. Pelley, we asked him to join us in a joint submission of facts before the Railroad Labor Board. This request, Mr. Pelley refused; hence, this ex-parte submission. The Board will notice that in the communications from Messrs. Baldwin and Pelley they attempt to establish the fact that seniority rules governing yard brakemen in Memphis terminal are being handled in accordance with the schedule agreement of the Brotherhood of Railroad Trainmen. In direct conflict, Mr. Clift clearly states that he could not make any change in the present practice—not rule or agreement—of handling yardmen at Memphis.

"The petitioner, through its president, Mr. Eiland, is in position to produce evidence that the practice complained of is in violation of the agreement, and is a daily violation, and that it is not in accordance with Decision No. 119 of the Railroad Labor Board (II, R. L. B., 33).

"Paragraph (c) of article II deals with promotions, but the petitioner wishes it to be clearly understood that he is not seeking promotion, but does want every right extended the colored employees that is extended other employees of the same craft, since they are required to stand the same examination and are held equally responsible.

"In order that the Board may get first-hand information relative to the handling of yard brakemen in the Memphis

terminal, the petitioner begs that the Board request that the carrier have present at the hearing of this case the assistant yardmaster, E. Hoosier, who has in charge the handling of all the yardmen.

"Since we notice that the Railroad Labor Board has classified yard employees into two distinct groups under train and engine service—namely, yard conductor or yard foreman and yard brakemen or yard helpers—we feel that the carrier is guilty of a gross violation of the agreement by restricting the seniority of colored switchmen to head end only.

"Carrier's position.—This case is no different from that submitted by this same Association of Colored Railway Trainmen in Docket No. 138, which was disposed of by the Board in Decision No. 307 covering the following question:

> "'Complaint against the continuance of following the rule in agreement entered into between the representatives of the carrier and their employees in train service, reading:
>
> "*"When trainmen or yard forces are reduced the men involved will be displaced in the order of their seniority, regardless of color. When a vacancy occurs or any new runs are created, the senior man will be preferred in choice of runs or vacancies, either as flagmen, brakemen, or switchmen, except that negroes are not to be used as conductors, baggagemen, or flagmen. Negroes are not to be used as flagmen, except that those now in that service may be retained therein with their seniority rights; no porter to have any trainmen's rights, except where he may have established same by three months continually in the freight service.
>
> "*"All rules, regulations, or agreements in conflict with the foregoing are null and void." (II, R. L. B., 336)

"In the minutes of the proceedings held at Memphis on Monday, April 4, 1921, beginning on page 14, L. C. Going, attorney for the Association of Colored Railway Trainmen, read into the record a portion of the proceedings in Dockets No. 1, 2 and 3, held Friday, March 18, 1921. On page 27, Mr. Eiland is reported as making the following statement concerning this same rule:

> "'This does not only exist in road service. We find they are applying this rule also at lots of points in the yards, and they are claiming that the long field men——.

(OVER)

"'Mr. Going: What is a long field man? Explain that.

"'Mr. Eiland: He is the man who works behind on a switch engine.

"'Mr. Going: Does he occupy the same position in the yard service that a flagman does in train service?

"'Mr. Eiland: He does, on the rear end of cuts.'

"Beginning on page 29 and ending on page 30, Mr. Eiland gives examples of the application of the rule. This, of course, was part of the hearing of March 18. In the hearing of April 4, 1921, on pages 63 to 75, inclusive, are illustrations, examples, and explanations of the application of the rule in yard service at Memphis.

"On page 124, Mr. Eiland says:

"'The rule that we protest against is the rule barring the black man from working behind in these yards, and in the meantime giving the white man the privilege of working at any place on the switch engine.****'

"The Board gave consideration to the evidence and arguments in this case, and under date of November 4, 1921, issued Decision No. 307 dismissing the complaint and denying the request of the Association of Colored Railway Trainmen.

"The Board will note that so far as yardmen are concerned, Docket No. 138 covers the same contention as in the present case, made by the spokesman for the same organization. The same decision necessarily should apply. We ask therefore that this complaint be dismissed. Further, the rule in the agreement to which this association took exceptions in Docket No. 138 was first negotiated during the period when this railroad was operating under Federal control.

"Decision No. 2 of the Board, dated at Chicago, Ill., July 20, 1920, contains the following language:

"'The Board assumes as a basis of this decision the continuance in full force and effect of the rules, working conditions, and agreements in force under the authority of the United States Railroad Administration. Pending the presentation, consideration, and determination of the

questions pertaining to the continuation or modification of such rules, conditions, and agreements , no changes therein shall be made, except by agreement between the carrier and employees concerned. As to all questions with reference to the continuation or modification of such rules, working condictions, and agreements, further hearings will be had at the earliest practicable date and decision thereon will be rendered as soon as adequate consideration can be given.'(I, R.L.B.,13)

"On November 4, 1921, the Board rendered Decision No. 307 on a request attacking the rule and the manner in which it was applied. The Board denied the request and dismissed the complaint.

"This carrier therefore had every reason to believe that the Board had considered the force and effect of the continuation or modification of the rule in question and decided not to modify or change the rule.

"Under date of April 8, 1924, this carrier, as represented by the Conference Committee of Managers—Western Railways, entered into an agreement with the Order of Railway Conductors and the Brotherhood of Railroad Trainmen, which, in part, provides that—

"'No change will be made in schedules except as specifically provided herein unless by mutual agreement, all to remain in effect till December 31, 1925, and thereafter subject to the usual 30 days notice of change.'

"In accordance with that settlement, the Yazoo & Mississippi Valley Railroad Company entered into an agreement with the Brotherhood of Railroad Trainmen representing the majority of the yardmen and switch tenders employed by said carrier, dated April 1, 1924, the terminating clause of which reads:

"'(a) Nothing in these rules shall be construed to abrogate any local rights the men may now have.

"' (b) The rules and rates of pay shall remain in effect until December 31, 1925, and thereafter until revised or abrogated, of which intention 30 days' written notice shall be given by the party desiring the change.'

"In view of this agreement which the Yazoo & Mississippi Valley Railroad Company has made with the Brotherhood of Railroad Trainmen, we are in honor bound to maintain in full force and effect the rules and practices which were

(OVER)

negotiated by the Brotherhood of Railroad Trainmen representing the majority of the yardmen and switch tenders to which the Association of Colored Railway Trainmen object, until the specified date of the expiration of the contract. We therefore ask that the Board again dismiss the complaint.

"In connection with the present complaint, the attention of the Board is called to the brief filed by the carrier in Docket No. 138, reciting the history of the present rules. From this brief is quoted the following statement appearing on page 141 of the record:

> "'Under the interpretation made by the Regional Director, at the time the above rules were issued to the Federal manager, and which rules as above stated have been continued in effect, it was not intended that colored trainmen would be used in the position of conductors, flagmen or baggagemen, which interpretation was in accordance with previous practice of the railroad. It was also clearly understood that there would be no sharp practices on the part of white trainmen with a view of eliminating colored brakemen from the service. This has been kept uppermost in the minds of supervising officers, and any irregularities coming to their attention have been given immediate attention and correction.'

"We have been and are now following this same practice in placing of the men in switching service in the Memphis terminal and in distributing the work. No specific cases of departure from this practice have been brought to our attention, and it is our information that there are none. We understand that the complaint now before the Board is against the rule itself and not as to violation of the rule.

"For the reasons hereto mentioned we ask that the complaint be dismissed."

Opinion.—Colored switchmen, under the rules, have equal priilege of exercising seniority rights with white switchmen on all yard-crew positions other than foreman, such as so-called head-end men, rear-end men, long-field men, liners, etc. To grant white switchmen the right to exercise a seniority preference to such positions and to refuse colored employees a right to exercise a similar preference, is a discrimination that is in violation of the plain provisions of the rules.

Decision.—The Railroad Labor Board decides that the provisions of the rules of the schedule of wages, governing service age or seniority rights of yardmen in the Memphis terminal of the carriers named, shall be complied with without any discrimination in favor of or against either white or colored yardmen.

By order of

UNITED STATES RAILROAD LABOR BOARD

Attest: (Signed) BEN W. HOOPER,
L. M. PARKER, Secretary. Chairman.

DOCKET
4092

UNITED STATES RAILROAD LABOR BOARD
Chicago, Ill., March 1925.

Decision No.____

Association of Colored Railway Trainmen
VS
Illinois Central Railroad Company
Yazoo and Mississippi Valley Railroad Company

Question--Protest against alleged violation of yardmen's agreement, at Memphis Terminal, by restricting colored switchmen's seniority to head-on only.

NOTE: Joint statement of facts, employes' position and carrier's position is the same as proposed decision now before the Board.

Decision--The Railroad Labor Board decides that the employes involved in this dispute are not deprived of work for which they are eligible under the agreement, and therefore, the complaint is dismissed and the request of the employes denied.

By order of

UNITED STATES RAILROAD LABOR BOARD

Chairman

Attest:

Secretary.

THE YAZOO & MISSISSIPPI VALLEY RAILROAD COMPANY

OPERATING DEPARTMENT

J. J. PELLEY
VICE-PRESIDENT

CHICAGO February 21, 1925.

Mr. L. M. Parker, Secretary,
United States Railroad Labor Board,
608 South Dearborn Street,
Chicago, Illinois.

Dear Sir:

Acknowledge receipt of your letter of February 18th, Docket 4092, transmitting copy of statement filed by Judge Barton as attorney for the Association of Colored Railway Trainmen.

Yours truly,

J. J. Pelley

RECEIVED
Chicago, Illinois
MIN
241925
SECRETARY'S OFFICE

February 18, 1925.

Docket 4092.

Mr. R. M. Barton, Attorney,
The Association of Colored Railway Trainmen,
Chicago, Illinois.

Dear Sir:

This will acknowledge receipt of your communication of February 16, 1925, and enclosure with reference to Docket 4092, involving dispute between the Association of Colored Railway Trainmen and the Illinois Central Railroad Company and the Yazoo & Mississippi Valley Railroad Company.

I am referring copy of your letter to representative of the carrier for his information.

Yours very truly,

37-045

Secretary.

cc - Mr. J. J. Pelley, Vice President,
Illinois Central Railroad,
Central Station,
Chicago, Illinois.

RECEIVED
Chicago, Illinois
FEB 17 1925
SECRETARY'S OFFICE

Chicago, Illinois.
February 16, 1925.

M. L. Parker, Secretary,
United States Railroad Labor Board,
608 South Dearborn Street,
Chicago, Illinois.

In Re Association of Colored)
Railway Trainmen)
v.)
Illinois Central Railroad Company)
Yazoo & Mississippi Valley R. R. Co.)

Docket 4092.

Dear Sir:

I am herewith transmitting and asking to have filed as a part of the record in the above-styled case and docket the answer and statement of facts made and furnished by J. H. Eiland, president of the complaining association, to the statement and data furnished and filed with the board for this docket by Mr. H. E. Clift, vice president of the defendant companies, his communication being dated October 30, 1924.

A copy of Mr. Clift's statement filed with the board was not received by the association or its officers until a copy was procured by me the latter part of December.

We have hesitated as to filing additional matter lest it might delay decision of the case, its early decision by the board being a matter of great importance to the complainants as the practices complained of are continuing and the rights of the members of this association are being infringed upon and violated and their only recourse is to the board.

Upon reflection we have decided to file this answer as we think the statements contained therein are largely verified by the data furnished by Mr. Clift; and the other statements therein made, we feel sure, are sustained by the records available to the board, and will not be controverted.

We respectfully ask a careful consideration of the record and the earliest possible decision.

We are transmitting fifteen copies of this communication and inclosure, and have mailed copy to Mr. Clift.

Yours truly,

R. M. Barton.

Attorney and counsel for petitioners,
The Association of Colored Railway Trainmen.

I am herewith submitting a reply to Mr. Cliff's letter to the United States Railroad Labor Board, outlining it paragraph by paragraph. You will note that Mr. Cliff's statements are centered around the number on men that have been employed or the number that is being employed; but we claim that the question at issue is "the treatment accorded the men in the service", and not the men employed and who.

ANSWERS.

No. 1. The main question raised by me was that the company was violating the seniority rule as contained in the yardmen's agreement governing the Memphis Terminal, especially paragraph D, which reads as follows:

> "Rights contained in this agreement shall be understood to apply for both white and colored employees alike, and this plainly and necessarily involves only one seniority list in which all men will be treated uniformly, regardless of race or color."

and not so much as to the practice of the division of the work as between white and colored switchmen, because if the mandates of the seniority rule are properly applied the division of the work will automatically adjust itself.

Change in handling this division.— Before the adoption of the rule complained of there were specified positions on each engine for both white and colored switchmen. They had separate seniority, carried on separate seniority boards — the white man could not exercise his seniority in the colored man's positions and the same held true in the colored man exercising his seniority in the white man's positions. Of course this necessitated the hiring or keeping in service of a sufficient number of ~~entire~~ colored men to do the work of the regular colored switchmen, and the same held true with the whites. This rule was only violated temporarily, in cases of emergency, on either side. Under the rule, in addition to the foreman the rear end of all crews was the white man's position; swing jobs and following the engine, as well as all the hump riders, were colored men's positions. After the adoption of the rule complained of the white switchmen were allowed and now exercise their seniority on all positions of all crews whilemthe colored switchmen are still held strictly to those positions which they filled prior to the adoption of the rule. In other words, the white switchmen were allowed to invade the positions formerly held by colored men while at the same time denying the colored switchmen the right to invade or hold positions formerly held exclusively for whites.

No. 2. O. K.

No. 3. The statement further shows that on the following dates, June 10, 15 and 20, 1919, no switch engine operated that did not have at least one colored helper. Also the same statement shows that on the following dates - June 12, 1924, 21 engines worked without a single col-

ored helper; June 17, 1924, 17 engines worked without a single colored helper; June 21, 1924, 17 engines worked without a single colored helper. Note the change.

While it is true that in 1919 on the hump jobs the liners were all white men, the colored men were liners prior to this time, and a colored switchman, Will Higgins, was relieved of the long-field job (tie-down man) on the D. & A. hump January 24, 1920, by a white switchman, Mr. Tucker, younger in point of service than he. The colored switchmen have not been allowed to exercise their seniority in any of these positions since, The reason the record does not show any colored liners is that at the time they were lining these positions were not classified. Each foreman was given a certain number of men and he used such men as liners as he saw fit, which were colored men. There are foremen working now who were in charge of hump engines when they used colored liners, and colored men who were liners are also in the service, but not as liners.

Nos. 4 and 5. The record shows that in June, 1919, there were 104 colored men holding regular jobs; in the same month 1924 there were only 82 colored men holding regular jobs. In June, 1919, and June, 1924, there were 61 white and 103 white, respectively, holding regular jobs. This condition is not due altogether to the colored men's failure to protect his seniority, because the record will show that he has protected his seniority on an average as well as the whites. But, as aforesaid, in 1919, prior to the adoption of this rule, there were specified positions for both white and colored. Since the adoption of the rule the white man has no specifoed position but is allowed to work on all positions, including those formerly held exclusively for colored men, while the colored man is still restricted to certain positions the same as he was prior to this rule. This resulted in the senior white men displacing the junior colored men on the head end, but denied the senior colored man displacing the junior white man on the rear end, leaving his vacancy, the rear end, to be filled by a white man who was junior to the colored man as the colored man is barred from the rear end by the practice. Hence this resulted in the employing of more white men than colored.

The question is not on the white men gradually securing precedence on the seniority list nor the number who have been employed; but, as aforesaid, the question is the treatment accorded the employees in the service. In other words, if a white man has gained precedence over a colored man on the seniority list he should and does get what his seniority calls for, and if a colored man has gained precedence over a white man on the seniority list he should be given what his seniority calls for, but is denied that right. This establishes a gross case of discrimination.

No. 6. Answered in paragraphs 1 and 4 with this exception: Mr. Cliff stated that on every engine working in June, 1919, prior to the adoption of the rule now in schedule there was one position in addition to the foreman on every switch-engine which was a white man's job, filled by a white man except in cases of emergency, but he failed to go further and state that on every switch-engine in the Memphis Terminal in June, 1919, prior to the adoption of the rule now in the schedule, there was also one or more positions which were solored men's jobs, filled by colored men except in case of emergency.

No. 7. I fail to agree with Mr. Cliff in this paragraph, as I fail to find anything in the present yardmen's agreement to the effect that positions that were held by white men Jan. 16, 1920, would remain white men's jobs and be filled by them. You have a copy of this schedule in your possession; please read Article 11, entitled "Seniority".

No. 8. Paragraph is totally misleading because the application of the seniority itself is discriminatory against the colored helper. The whole thing is simply a conspiracy entered into by members of the brotherhood for no other purpose than to eliminate the negro in the transportation department. If you note the documents I have given you, you will find just when, where and how this discrimination was started.

I hope to be able to give you the other information you asked for in a day or two.

Yours very truly,

J. H. Eiland.

Grand President.

November 6,1924.

Mr. A. E. Clift, Vice-President,
The Yazoo & Mississippi Valley Railroad Company,
Park Row Station,
Chicago, Illinois.

Dear Sir:

This will acknowledge receipt of your letter October 30th, enclosing additional information in Docket No. 4092, dispute between the carrier you represent and the Association of Colored Railway Trainmen, relating to application of certain seniority rules.

Yours truly,

17-016.

Secretary.

To be copied and distributed.

THE YAZOO & MISSISSIPPI VALLEY RAILROAD COMPANY

OPERATING DEPARTMENT

Docket 4092

A. E. CLIFT
VICE-PRESIDENT

Cook

CHICAGO, October 30, 1924.

NOV 5 1924
SECRETARY'S OFFICE

Mr. L. M. Parker, Secretary,
United States Railroad Labor Board,
608 South Dearborn Street,
Chicago, Illinois.

Dear Sir:

At the hearing on Docket 4092, June 18th, 1924, question was raised as to the practice of dividing the work in Memphis Yard as between white switchmen and colored switchmen. Claim was made by Grand President Eiland that there had been a change in the practice of handling this division.

We have had the records for five dates in the months of June, 1919, 1920, 1921, 1922, 1923 and 1924 checked, and attach a statement showing the consist of all of the crews which worked in Memphis Terminal on the dates in question. Care has been taken that none of the dates were Sunday.

This statement shows definitely there was no switch engine operated in 1919 that did not have at least one white helper. Furthermore, the statement shows that on the "hump" jobs, the liners were all white helpers.

While the statement shows that more white men were working in June, 1924, in proportion to the total number of men employed than were working in 1919, this is readily accounted for by the fact, as stated at hearing, that of the first 304 names on the seniority list, 189 are white and only 115 are colored.

Records show colored switchmen have failed to protect their seniority on Memphis Terminal so that the white helpers have gradually secured precedence on the seniority list. Therefore, in increasing numbers the white helpers are entitled to preference in work under the rule.

So far as the claim of the colored switchman for right under the rule to exercise his seniority for any position on the engine, the statement filed shows that on every engine working in June, 1919, prior to adoption of rule now in the schedule, there was one position in addition to the foreman on every switch engine in Memphis which was a white man's job filled by a white man, except in case of emergency.

The agreed upon interpretation of Article 11 of the Yardmen's schedule forced upon this railroad during Federal control, continued in effect by Decision No. 2 of your Board and still in effect by agreement until December 31, 1925, was that positions which were white men's positions on the date of the settlement, (January 16, 1920), would remain white men's jobs and be filled by white men.

While it is true some white helpers have displaced some colored helpers as car riders and as second and third helpers on other engines, as the evidence clearly shows, this is due to the application of the seniority rule and not to any discrimination against the colored man.

We trust this will give the information requested by the Examiner.

Yours truly,

aeclifs

Original and 13 copies to Mr. Parker

Copy - J. H. Eiland,
Grand President,
Association of Colored Railway Trainmen,
27 West Jackson Mound,
Memphis, Tennessee.

THE YARDS & M

CONSIST OF YA

		JUNE 2ND			JUNE 7TH		
		FOREMEN	HELPER		FOREMEN	HELPER	
JOB	HOURS	WHITE	WHITE	COLORED	WHITE	WHITE	COLORE
House	12:00N - 8:00AM	1	1	2	1	1	2
West Lead	12:00N - 8:00AM	1	1	2	1	1	2
Ex Bum	12:00N - 8:00AM	1	1	1	1	1	1
Shop	12:00N - 8:00AM	1	1	1	1	1	1
C Yard	12:00N - 8:00AM	1	2	1	1	1	2
North Yard	6:30AM - 2:30PM	1	2	-	1	2	-
A Yard	7:00AM - 3:00PM	1	2	1	1	2	1
Trimmer	" "	1	2	-	1	1	1
LA # 2	" "	1	1	2	1	1	2
Coach	" "	1	1	2	1	1	2
Trimmer	" "	1	2	-	1	2	-
Work	" "	1	1	1	1	1	1
So Memphis	" "	1	2	-	1	1	1
Shop	" "	1	1	1	1	1	1
Grab Hill	" "	2	1	1	1	1	1
Iowa	" "	2	2	1	1	1	2
Y&MV Ind	" "	1	2	-	1	2	-
S.Yard Bum	7:30AM - 3:30PM	1	2	-	2	2	1
B & C Hump	8:00AM - 4:00PM	1	7	1	1	7	1
D & A Hump	" "	1	7	1	1	7	2
C Yard	" "	1	2	1	2	1	2
La # 3	" "	1	2	-	1	1	1
East Lead	" "	1	2	-	1	2	-
West Lead	" "	1	2	1	1	1	2
House	" "	1	2	-	1	2	2
Beale St.	" "	1	2	1	1	1	2
Navy Yard	9:00AM - 5:00PM	2	2	2	1	2	2
So. Memphis	" "	1	1	1	1	1	1
La # 1	10:00AM - 6:00PM	1	1	1	1	1	1
No. Yard	" "	1	1	1	1	1	1
A Yard	3:00PM - 11:00PM	1	1	2	1	2	1
Grain Field	" "	2	2	-	1	2	1
Trimmer	" "	2	2	-	1	2	-
Coach	" "	1	2	1	1	2	2
Iowa	" "	1	1	2	1	1	2
West Lead	4:00PM - 12:00N	1	2	1	1	3	-
House	" "	1	1	2	1	1	2
C Yard	" "	1	3	-	1	3	-
Shop	" "	1	2	-	1	1	1
B & C Hump	" "	1	7	1	1	7	1
D & A Hump	" "	1	7	1	1	7	1
East Lead	6:00PM - 2:00AM	1	1	1	1	1	1
Grab Hill	" "	1	1	1	1	1	1
Iowa Bum	8:00PM - 4:00AM	1	1	2	2	1	1
Coach	11:00PM - 7:00AM	1	2	1	1	1	1
Trimmer	" "	1	2	1	1	2	1
A Yard	" "	1	1	2	1	2	1
B & C Hump	12:00N - 8:00AM	-	-	-	1	8	-
D & A Hump	" "	-	-	-	1	7	1
Extra Bum	" "	-	-	-	1	1	1
Riders Hump	8:00AM - 4:00PM	-	10	20	-	7	25
	4:00PM - 12:00N	-	5	21	-	4	22
	12:00N - 8:00AM	-	-	-	-	4	22

O & MISSISSIPPI VALLEY RAILROAD COMPANY

OF YARD CREWS MEMPHIS TERMINAL JUNE 1924.

	JUNE 12TH			JUNE 17TH			JUNE 21ST		
	FOREMEN	HELPER		FOREMEN	HELPER		FOREMEN	HELPER	
OLORED	WHITE	WHITE	COLORED	WHITE	WHITE	COLORED	WHITE	WHITE	COLORED
2	1	1	2	1	1	2	1	1	2
2	1	1	2	1	1	2	1	2	1
1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1
2	1	1	2	1	1	2	1	1	2
-	1	2	-	1	2	-	1	2	-
1	1	2	1	1	1	2	1	2	1
1	1	2	-	1	1	1	1	2	-
2	1	1	2	1	1	2	1	2	2
2	1	1	2	1	1	2	1	1	2
-	1	2	-	1	1	1	1	2	-
1	1	1	1	-	-	-	1	1	1
1	1	1	1	1	2	-	1	1	1
1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1
2	1	2	1	1	2	1	1	2	1
-	1	2	-	1	2	-	1	2	-
1	1	1	1	1	2	-	1	2	-
1	1	8	-	1	7	-	1	7	1
1	1	7	1	1	7	-	1	7	1
2	1	1	2	1	1	2	1	1	2
1	-	-	-	-	-	-	-	-	-
-	1	2	-	1	2	-	1	2	-
2	1	2	1	1	2	1	1	2	1
-	1	2	-	1	2	-	1	2	-
2	1	2	1	1	2	1	1	2	1
-	1	2	-	1	1	-	1	1	-
2	1	2	-	1	1	1	1	1	1
-	1	2	-	1	1	-	1	1	-
2	1	2	1	1	1	1	1	1	1
1

THE YAZOO & MISSISSIPPI V

CONSIST OF YARD CREW

JOB	HOURS	JUNE 5TH FOREMEN WHITE	JUNE 5TH HELPERS WHITE	JUNE 5TH HELPERS COLORED	JUNE 10TH FOREMEN WHITE	JUNE 10TH HELPERS WHITE	JUNE 10TH HELPERS COLORED
C Yard	12:00M - 8:00AM	1	2	1	1	2	1
House	" "	1	1	2	1	1	1
West Lead	" "	1	1	2	1	1	1
Bum	" "	1	1	1	1	1	0
Shop	" "	1	1	1	1	2	-
B & C Hump	" "	1	6	1	1	6	1
D & A Hump	" "	1	7	1	1	7	1
North Yard	6:30AM - 2:30PM	1	2	-	1	1	1
A Yard	7:00AM - 3:00PM	1	1	2	1	1	1
Work Train	" "	1	1	1	1	1	1
La # 2	" "	1	2	1	1	2	1
Coach	" "	1	1	2	1	1	1
Trimmer	" "	1	1	1	1	1	1
S.Yard Bum	" "	1	2	-	1	2	-
Shop	" "	1	1	1	1	1	1
Memo. Bum	" "	1	1	1	1	1	1
S.Mfs West Side	" "	1	1	1	1	1	1
Iowa	" "	1	1	2	1	2	1
Grab Hill	" "	1	1	1	1	1	1
B & C Hump	8:00AM - 4:00PM	1	5	1	1	4	1
D & A Hump	" "	1	7	1	1	7	1
Beale Street	" "	1	1	1	1	1	1
C Yard	" "	1	1	2	1	2	1
B Lead	" "	1	2	-	1	2	1
West Lead	" "	1	2	1	1	2	1
House	" "	1	1	1	1	1	1
La Bum	" "	1	2	-	1	2	1
La # 1	9:00AM - 5:00PM	1	1	1	1	1	1
Navy Yard	" "	1	2	1	1	2	1
Grab Hill	" "	1	1	1	1	2	1
So. Memphis	" "	1	2	-	1	1	1
YANV Ind	10:00AM - 6:00PM	1	1	1	1	2	-
No. Yard Bum	" "	1	2	-	1	3	1
A Yard	3:00PM - 11:00PM	2	2	1	1	2	1
Trimmer	" "	1	1	1	1	1	1
Coach	" "	1	1	2	1	1	1
Iowa	" "	1	1	2	1	2	-
Shop	" "	1	1	1	1	2	-
Bum	" "	1	2	-	1	2	1
West Lead	4:00PM - 12:00M	1	2	1	1	1	1
East Lead	" "	1	1	1	1	2	1
House	" "	1	3	-	1	1	2
C Yard	" "	1	1	2	1	1	1
Shop	" "	1	1	1	1	6	1
B & C Hump	" "	1	6	1	1	7	1
D & A Hump	" "	1	6	1	1	5	-
House Riders	6:00PM - 2:00AM	-	3	-	1	1	1
Grab Hill	" "	1	1	1	1	3	1
Beale Street	6:30PM - 2:30AM	1	2	1	1	1	1
Iowa	8:00PM - 4:00AM	1	1	1	1	1	1
Coach	11:00PM - 7:00AM	1	1	1	1	1	1
Trimmer	" "	1	1	1	1	1	1
Bum	" "	1	1	1	1	1	1
Iowa	" "	1	2	1	1	1	1
A Yard	" "	1	1	2	1	4	-
Riders Hump	12:00M - 8:00AM	-	6	22	-	8	8
	8:00AM - 4:00PM	-	6	20	-	-	6
	4:00PM - 12:00M	-	2	23	-		

THE YAZOO & MISSISSIPPI VALLEY RAILROAD COMPANY

CONSIST OF YARD CREWS MEMPHIS TERMINAL JUNE 1923.

	JUNE 10TH			JUNE 15TH			JUNE 20th			JUNE 25TH		
	FOREMEN	HELPERS		FOREMEN	HELPERS		FOREMEN	HELPERS		FOREMEN	HELPERS	
	WHITE	WHITE	COLORED	WHITE	WHITE	COLORED	WHITE	WHITE	COLORED	WHITE	WHITE	COLORED
	1	2	1	1	1	2	1	2	1	1	1	2
	1	1	2	1	1	2	1	1	2	1	1	2
	1	1	2	1	1	2	1	1	2	1	2	1
	1	1	1	1	1	1	1	1	1	1	1	1
	1	2	-	1	1	1	1	1	1	1	1	1
	1	6	1	1	6	1	1	6	1	1	6	1
	1	7	1	1	7	1	1	7	1	1	7	-
	1	1	1	1	2	-	1	2	-	1	2	-
	1	1	2	1	1	2	1	1	2	1	1	2
	1	1	1	1	1	1	1	1	1	1	1	1
	1	2	1	1	2	1	1	2	1	1	2	1
	1	1	2	1	1	2	1	1	2	1	1	2
	1	1	1	1	1	1	1	1	1	1	1	1
	1	2	-	1	2	-	1	2	-	1	2	-
	1	1	1	1	1	1	1	1	1	1	1	1
	1	2	1	1	2	1	1	2	1	1	2	1
	1	1	1	1	1	1	1	1	1	1	1	1
	1	6	1	1	6	1	1	6	1	1	6	1
	1	7	1	1	7	1	1	7	1	1	7	1
	1	1	2	1	1	2	1	1	2	1	1	2
	1	2	2	1	2	2	1	2	2	1	2	2
	1	2	1	1	2	1	1	2	1	1	2	1
	1	2	1	1	2	1	1	2	1	1	2	1
	1	2	1	1	2	1	1	2	1	1	2	1
	1	2	1	1	2	1	1	2	1	1	2	1
	1	2	-	1	2	-	1	2	-	1	2	-

THE YAZOO & MISSISSIPPI VALL

CONSIST OF YARD CREWS

JOB	HOURS			JUNE 5TH FOREMEN WHITE	JUNE 5TH HELPERS WHITE	JUNE 5TH HELPERS COLORED	JUNE 10TH FOREMEN WHITE	JUNE 10TH HELPERS WHITE	JUNE 10TH HELPERS COLORED
House	12:00M	-	8:00AM	1	1	2	1	1	2
West Lead	"		"	1	1	2	1	1	2
C Yard	"		"	1	1	2	1	1	2
Bum	"		"	1	1	1	1	1	1
North Yard	6:30AM	-	2:30PM	1	2	-	1	2	-
Work Train	7:00AM	-	3:00PM	1	2	-	-	-	-
Coach	"		"	1	1	2	1	1	2
Grab Hill	"		"	1	1	1	1	1	1
Iowa	"		"	1	3	-	1	3	-
So. Memphis	"		"	1	1	1	1	1	1
Trimmer	"		"	1	2	-	1	2	-
La # 2	"		"	1	1	2	1	1	2
A Yard	"		"	1	2	1	1	2	1
Y&MV Ind	"		"	1	2	-	1	2	-
Nomc. Shops	"		"	1	1	1	1	1	1
House	8:00AM	-	4:00PM	1	2	-	1	1	1
East Lead	"		"	1	1	1	1	1	1
West Lead	"		"	1	2	1	1	2	1
LA Bum	"		"	1	1	1	2	1	1
B & C Hump	"		"	1	6	1	1	7	-
D & A Hump	"		"	1	7	1	1	7	1
Navy Yard	9:00AM	-	5:00PM	1	2	-	1	1	1
La # 1	10:00AM	-	6:00PM	1	1	1	1	1	1
Coach	3:00AM	-	11:00PM	1	2	1	1	2	1
Iowa	"		"	1	2	1	1	2	1
A Yard	"		"	1	1	2	1	1	2
Trimmer	"		"	1	1	1	1	1	1
House	4:00PM	-	12:00M	1	1	2	1	1	2
East Lead	"		"	1	1	1	1	1	1
West Lead	"		"	1	1	2	1	1	2
C Yard	"		"	1	1	2	1	1	2
Shop	"		"	1	2	-	1	2	-
B & C Hump	"		"	1	6	1	1	6	1
D & A Hump	"		"	1	7	1	1	7	1
Grab Hill	6:00PM	-	2:00AM	1	2	-	1	1	1
Beale Street	6:30PM	-	2:30AM	1	1	2	1	1	2
Iowa Bum	8:00PM	-	4:00AM	1	1	1	1	1	1
Coach	11:00PM	-	7:00AM	1	1	1	1	1	1
A Yard	"		"	1	2	1	1	1	2
Trimmer	"		"	1	1	1	1	1	1
Hump Riders	8:00AM	-	4:00PM	-	5	21	-	6	20
	4:00PM	-	12:00M	-	2	24	-	5	25

THE YAZOO & MISSISSIPPI VALLEY RAILROAD COMPANY

CONSIST OF YARD CREWS MEMPHIS TERMINAL JUNE 1922

TH		JUNE 10TH			JUNE 15TH			JUNE 20TH			JUNE 25TH		
HELPERS		FOREMEN	HELPERS		FOREMEN	HELPERS		FOREMEN	HELPERS		FOREMEN	HELPERS	
R	COLORED	WHITE	WHITE	COLORED	WHITE	WHITE	COLORED	WHITE	WHITE	COLORED	WHITE	WHITE	COLORED
	2	1	1	2	1	1	2	1	1	2	1	1	2
	2	1	1	2	1	1	2	1	1	2	1	1	2
	2	1	1	2	1	1	2	1	1	2	1	1	2
	1	1	1	1	1	1	1	1	1	1	1	1	1
	-	1	2	-	1	2	-	1	2	-	1	2	-
	-	-	-	-	1	2	-	1	1	1	-	-	-
	2	1	1	2	1	1	2	1	1	2	1	1	2
	1	1	1	1	1	1	1	1	1	1	1	1	1
	-	1	5	-	1	2	1	1	2	1	1	2	1
	1	1	1	1	1	1	1	1	1	1	1	1	1
	-	1	2	-	1	2	-	1	2	-	1	1	1
	2	1	1	2	1	1	2	1	1	2	1	1	2
	1	1	2	1	1	2	1	1	2	1	1	2	1
	-	1	2	-	1	2	-	1	1	1	1	1	1
	1	1	1	1	1	1	1	1	1	1	1	1	1
	-	1	1	1	1	1	1	1	1	1	1	1	2
	1	1	1	1	1	1	1	1	1	1	1	1	1
	1	1	2	1	1	2	1	1	2	1	1	2	1
	1	1	1	1	1	1	1	1	2	-	1	2	-
	1	1	7	-	1	7	-	1	7	-	1	7	-
	1	1	7	1	1	7	1	1	7	1	1	7	1
	-	1	1	1	1	1	1	1	1	1	1	2	-
	1	1	1	1	1	1	1	1	1	1	1	1	1
	1	1	2	1	1	1	2	1	1	2	1	2	1
	1	1	2	1	1	2	1	1	1	2	1	2	1
	2	1	1	2	1	1	2	1	1	2	1	1	2
	1	1	1	1	1	1	1	1	1	1	1	1	1
	2	1	1	2	1	1	2	1	1	2	1	1	2
	1	1	1	1	1	1	1	1	1	1	1	1	1
	2	1	1	2	1	1	2	1	1	2	1	1	2
	2	1	1	2	1	1	2	1	1	2	1	1	2
	-	1	2	-	1	2	-	1	2	-	1	2	-
	1	1	6	1	1	6	1	1	6	1	1	6	1
	1	1	7	1	1	7	1	1	7	1	1	7	1
	-	1	1	1	1	1	1	1	1	1	1	1	1
	2	1	1	2	1	1	2	1	1	2	1	1	2
	1	1	1	1	1	1	1	1	1	1	1	1	1
	2	1	1	2	1	1	2	1	1	2	1	1	2
	1	1	1	1	1	1	1	1	1	1	1	1	1
	1	1	1	1	1	1	1	1	1	1	1	1	1
	1	1	1	2	1	1	2	1	2	1	1	1	2
	1	1	1	1	1	1	1	1	1	1	1	1	1
	21	-	6	20	-	9	17	-	8	24	-	7	19
	24	-	3	23	-	1	25	-	2	24	-	4	21

THE YAZOO & MISSISSIPPI VALL

CONSIST OF YARD CREWS MEN

JOB	HOURS	JUNE 5TH FOREMEN WHITE	JUNE 5TH HELPERS WHITE	JUNE 5TH HELPERS COLORED	JUNE 10TH FOREMEN WHITE	JUNE 10TH HELPERS WHITE	JUNE 10TH HELPERS COLORED
House	12:00M - 8:00AM	1	1	2	1	1	2
West Lead	" "	1	3	-	1	3	-
C Yard	" "	1	1	2	1	1	2
Bum	" "	1	2	-	1	2	-
La Bum	6:30AM - 2:30PM	1	1	1	1	1	1
F I	" "	1	2	-	1	2	-
Work	7:00AM - 3:00PM	1	2	-	1	2	-
Work	" "	-	-	-	1	1	1
Coach	" "	1	3	-	1	2	1
Beale Street	" "	1	1	1	1	1	1
Grab Hill	" "	1	2	2	1	1	1
Iowa	" "	1	1	2	1	1	2
So. Mfs. W. Side	" "	1	1	1	1	1	1
Nono. Bum	" "	1	2	-	1	2	-
La Industry	" "	1	3	-	1	3	-
A Yard	" "	1	2	1	1	2	1
G I Industry	" "	1	2	-	1	2	-
Nono. Shop	" "	1	1	1	1	1	1
House	3:00AM - 4:00PM	1	2	-	1	2	-
E Lead	" "	1	2	2	1	2	-
W Lead	" "	1	3	-	1	2	1
B & C Hump	" "	1	6	1	1	6	1
D & A Hump	" "	1	7	1	1	7	1
Navy Yard	9:00AM - 5:00P M	1	2	-	1	2	-
L A Ind.	" "	1	2	-	1	2	-
Coach	3:00PM - 11:00PM	1	2	-	1	1	1
L A Belt	" "	1	2	-	1	2	-
Iowa	" "	1	2	1	1	2	1
A-Yard	" "	1	2	1	1	2	1
House	4:00PM - 12:00M	1	2	1	1	1	2
West Lead	" "	1	1	2	1	1	2
C Yard	" "	1	2	1	1	1	2
Shop	" "	1	2	-	1	2	-
B & C Hump	" "	1	6	1	1	6	1
D & A Hump	" "	1	7	1	1	7	1
Grab Hill	6:30PM - 2:30AM	1	1	1	1	1	1
Beale Street	" "	1	2	1	1	2	1
So. Yard Bum	7:00PM - 3:00AM	1	2	1	1	1	1
Trimmer	8:00PM - 4:00AM	1	1	1	1	1	1
Iowa Bum	" "	1	1	1	1	1	1
Coach	11:00PM - 7:00AM	1	1	1	1	1	1
Iowa	" "	1	1	2	1	1	1
A Yard	" "	1	1	2	1	1	1
Riders Hump	8:00AM - 4:00PM	-	2	24	-	1	[illegible]
	4:00PM - 12:00M	-	-	26	-	-	[illegible]

THE YAZOO & MISSISSIPPI VALLEY RAILROAD COMPANY

CONSIST OF YARD CREWS MEMPHIS TERMINAL JUNE 1921

5TH		JUNE 10TH			JUNE 15TH			JUNE 20TH			JUNE 25TH		
HELPERS		FOREMEN	HELPERS		FOREMEN	HELPERS		FOREMEN	HELPERS		FOREMEN	HELPERS	
ITE	O LORED	WHITE	WHITE	COLORED	WHITE	WHITE	COLORED	WHITE	WHITE	COLORED	WHITE	WHITE	COLORED
1	2	1	1	2	1	1	2	1	1	2	1	1	2
2	1	1	1	2	1	1	2	1	1	2	1	1	2
0	0	1	3	0	1	3	0	1	3	0	1	3	0
2	2	1	1	2	1	1	22	1	1	2	1	1	2
0	0	1	2	0	1	2	0	1	1	1	1	1	1
1	1	1	1	1	1	2	0	1	1	1	1	1	1
0	0	1	2	0	1	2	0	1	2	0	1	2	0
0	0	1	2	0	1	2	0	1	2	0	1	2	0
0	0	1	1	1	1	1	1	1	1	1	1	1	1
0	0	1	2	1	1	2	1	1	2	1	1	2	1
1	1	1	1	1	1	1	1	1	1	1	1	1	1
2	2	1	1	1	1	1	1	1	1	1	1	1	1
2	2	1	1	2	1	1	2	1	1	2	1	1	2
1	1	1	1	1	1	1	1	1	1	1	1	1	1
0	0	1	2	0	1	2	0	1	2	0	1	2	1
0	0	1	3	0	1	3	0	1	3	0	1	3	0
1	1	1	2	1	1	2	1	1	2	1	1	2	1
0	0	1	2	0	1	2	0	1	2	0	1	2	0
1	1	1	1	1	1	1	1	1	1	1	1	1	1
0	0	1	2	0	1	2	0	1	2	0	1	2	0
2	2	1	2	0	1	2	0	1	2	0	1	2	0
0	0	1	2	1	1	2	1	1	2	1	1	3	0
1	1	1	6	1	1	6	1	1	6	1	1	6	1
1	1	1	7	1	1	7	1	1	7	1	1	7	1
0	0	1	2	0	1	2	0	1	2	0	1	2	0
0	0	1	2	0	1	2	0	1	2	0	1	2	0
0	0	1	1	1	1	1	2	1	1	2	1	1	2
0	0	1	2	0	1	2	0	1	2	0	1	2	0
1	1	1	2	1	1	2	1	1	2	1	1	2	1
1	1	1	2	1	1	2	1	1	2	1	1	2	1
1	1	1	1	2	1	1	2	1	1	2	1	1	2
2	2	1	1	2	1	1	2	1	1	2	1	1	2
1	1	1	1	2	1	1	2	1	1	2	1	1	2
0	0	1	2	0	1	2	0	1	2	0	1	2	0
1	1	1	6	1	1	6	1	1	6	1	1	6	1
1	1	1	7	1	1	7	1	1	7	1	1	7	1
1	1	1	1	1	1	1	1	1	1	1	1	1	1
1	1	1	2	1	1	2	1	1	2	1	1	2	1
1	1	1	1	1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1	1	1	1	1
2	1	1	2	1	1	2	1	1	2	1	1	2	2
2	1	1	2	1	1	2	1	1	2	1	1	2	2
24	0	1	25	0	1	25	0	1	25	0	1	25	25
26	0	0	26	0	0	27	0	0	26	0	0	26	26

THE YAZOO & MISSISSIPPI VALLEY

CONSIST OF YARD CREWS MEMPHIS

JOB	HOURS			JUNE 5TH FOREMEN WHITE	JUNE 5TH HELPERS WHITE	JUNE 5TH HELPERS COLORED	JUNE 10TH FOREMEN WHITE	JUNE 10TH HELPERS WHITE	JUNE 10TH HELPERS COLORED
House	12:00 M	-	8:00AM	1	1	2	1	1	2
West Lead	"		"	1	1	2	1	1	2
C Yard	"		"	1	1	2	1	1	2
Bum	"		"	1	1	1	1	1	1
Bum	"		"	1	1	1	1	1	1
Bum	"		"	1	1	2	1	1	2
B & O Hump	"		"	1	5	2	1	5	2
D & A Hump	"		"	1	4	1	1	3	1
Work	6:30AM	-	2:30PM	1	1	1	1	1	1
F I	"		"	1	1	1	1	1	1
Shop	"		"	1	1	1	1	1	1
Work	7:00AM	-	3:00PM	1	1	1	1	1	1
Work	"		"	1	1	1	1	1	1
Coach	"		"	1	1	2	1	2	1
Beale Street	"		"	1	1	1	1	1	1
Grab Hill	"		"	1	1	1	1	2	-
Iowa	"		"	1	1	2	1	1	2
So. Memphis	"		"	1	1	1	1	1	1
Mono. Bum	"		"	1	1	1	1	1	1
Mono. Shop	"		"	1	1	1	1	1	1
La Industrial	"		"	1	1	1	1	1	1
Mono. Trimmer	"		"	1	1	1	1	1	1
A Yard	"		"	1	1	1	1	1	1
E. Jct. Bum	"		"	1	1	1	1	1	1
House	8:00Am	-	4:00PM	1	1	1	1	1	1
East Lead	"		"	1	2	-	1	2	-
West Lead	"		"	1	2	1	1	1	2
C Yard	"		"	1	1	2	1	1	1
Iowa	"		"	1	1	1	1	1	2
B & O Hump	"		"	1	5	1	1	5	1
D & A Hump	"		"	1	4	1	1	4	1
G I Ind	9:00AM	-	5:00PM	1	1	1	1	1	1
Grab Hill Bum	"		"	1	1	1	1	1	1
So. Mfg East Side	"		"	1	1	1	1	1	1
North Yard Bum	"		"	1	1	1	1	1	1
Navy Yard	"		"	1	1	2	1	1	1
La Bum	10:00AM	-	6:00PM	1	1	1	1	2	-
Shop	2:00PM	-	10:00PM	1	1	1	1	1	1
Coach	3:00PM	-	11:00PM	1	1	2	1	1	2
Iowa	"		"	1	1	2	1	1	2
Mono. Trimmer	"		"	1	1	1	1	1	1
A Yard	"		"	1	1	1	1	1	1
So. Yard Bum	"		"	1	2	-	1	2	-
House	4:00PM	-	12:00 M	1	1	2	1	1	2
West Lead	"		"	1	1	2	1	1	2
C Yard	"		"	1	1	2	1	1	2
Shop	"		"	1	1	1	1	1	1
B & O Hump	"		"	1	6	1	1	6	1
D & A Hump	"		"	1	4	1	1	4	1
Grab Hill	6:00PM	-	2:00AM	1	1	1	1	1	1
Jockeys at House	"		"	-	2	-	-	2	-
Beale Street	6:30PM	-	2:30AM	1	2	1	1	2	1
So. Yard Bum	7:00PM	-	3:00AM	1	1	1	1	1	1
Iowa Bum	8:00PM	-	4:00AM	1	1	1	1	2	1
Shop	10:00PM	-	6:00AM	1	1	1	1	1	1
Coach	11:00PM	-	7:00AM	1	1	1	1	1	1
Iowa	"		"	1	1	2	1	1	2
A Yard	"		"	1	1	2	1	1	2
Mono. Trimmer	"		"	1	1	1	1	1	1
Riders Hump	12:00 M	-	8:00AM	-	-	19	-	-	19
	8:00AM	-	4:00PM	-	-	18	-	-	20
	4:00PM	-	12:00 M	-	-	20	-	-	18

THE YAZOO & MISSISSIPPI VALLEY RAILROAD COMPANY

CONSIST OF YARD CREWS MEMPHIS TERMINAL JUNE 1920

	JUNE 10TH			JUNE 15TH			JUNE 20TH			JUNE 25TH		
	FOREMEN	HELPERS		FOREMEN	HELPERS		FOREMEN	HELPERS		FOREMEN	HELPERS	
	WHITE	WHITE	COLORED	WHITE	WHITE	COLORED	WHITE	WHITE	COLORED	WHITE	WHITE	COLORED
	1	1	2	1	1	2	1	[illegible]	2	1	1	2
	1	1	2	1	1	2	1	[illegible]	2	1	1	2
	1	1	2	1	1	2	1	[illegible]	2	1	1	2
	1	1	1	1	1	1	1	[illegible]	[illegible]	1	1	1
	1	1	1	1	1	1	1	2	[illegible]	1	2	[illegible]
	1	1	2	1	1	2	1	1	2	1	2	1
	1	5	2	1	5	2	1	6	[illegible]	1	6	1
	1	3	1	1	4	1	1	4	1	1	4	1
	1	1	1	1	1	1	1	1	1	1	1	1
	1	1	1	1	1	1	1	1	1	1	1	1
	1	1	1	1	1	1	1	2	[illegible]	1	2	[illegible]
	1	1	1	1	1	1	1	1	1	1	7	1
	1	1	1	1	1	1	[illegible]	[illegible]	[illegible]	1	[illegible]	[illegible]
	1	2	1	1	2	1	1	2	1	1	1	2
	1	2	1	1	2	1	1	2	1	1	1	2
	1	1	2	1	1	2	1	1	1	1	1	1

THE YAZOO & MISSISSIPPI VALL

CONSIST OF YARD CREWS MEMPHI

JOB	HOURS			JUNE 5TH FOREMEN WHITE	JUNE 5TH HELPERS WHITE	JUNE 5TH HELPERS COLORED	JUNE 10TH FOREMEN WHITE	JUNE 10TH HELPERS WHITE	JUNE 10TH HELPERS COLORE
House	12:00 M	-	8:00AM	1	1	2	1	1	2
West Lead	"		"	1	1	2	1	1	2
A Yard	"		"	1	1	2	1	1	2
C Yard	"		"	1	1	2	1	1	2
B & C Hump	"		"	1	6	-	1	5	1
D & A Hump	"		"	1	3	1	1	3	1
Work	6:30AM	-	2:30PM	1	1	1	1	1	1
F I	"		"	1	1	1	1	1	1
Shops	7:00AM	-	3:00PM	1	1	1	1	1	1
Coach	"		"	1	1	2	1	1	2
Beale Street	"		"	1	1	1	1	1	1
Grab Hill	"		"	1	1	1	1	1	1
Iowa	"		"	1	1	2	1	1	2
So. Memphis	"		"	1	1	1	1	1	1
A Yard Bun	"		"	1	1	1	1	1	1
Nono. Shop	"		"	1	1	1	1	1	1
House	8:00AM	-	4:00PM	1	1	1	1	1	1
East Lead	"		"	1	1	1	1	1	1
West Lead	"		"	1	1	2	1	1	2
A Yard	"		"	1	1	1	1	1	1
C Yard	"		"	1	1	2	1	1	2
B & C Hump	"		"	1	5	-	1	4	1
D & A Hump	"		"	1	3	1	1	3	1
Navy Yard	9:00AM	-	5:00PM	1	1	1	1	1	1
G I Ind	"		"	1	1	1	1	1	1
So. Memphis	10:00AM	-	6:00PM	1	1	1	1	1	1
Coach	3:00PM	-	11:00PM	1	1	2	1	1	2
Iowa	"		"	1	1	2	1	1	2
Shop	"		"	1	1	1	1	1	1
House	4:00PM	-	12:00 M	1	1	2	1	1	2
West Lead	"		"	1	1	2	1	1	2
A Yard	"		"	1	1	1	1	1	1
C Yard	"		"	1	1	2	1	1	2
Shop	"		"	1	1	1	1	1	1
B & C Hump	"		"	1	5	1	1	5	1
D & A Hump	"		"	1	3	1	1	3	1
Beale Street	6:30PM	-	2:30AM	1	1	2	1	1	2
Grab Hill	7:00PM	-	3:00AM	1	1	1	1	1	1
So. Yard Bum	"		"	1	1	1	1	1	1
Jockeys on House	"		"	-	1	1	-	1	1
Iowa Bun	8:00Pm	-	4:00AM	1	1	1	1	1	1
Shop	10:00PM	-	6:00AM	1	1	1	1	1	1
Coach	11:00PM	-	7:00AM	1	1	1	1	1	1
Iowa	"		"	1	1	2	1	1	2
Riders Hump	12:00 M	-	8:00AM	-	-	16	-	-	16
	8:00AM	-	4:00PM	-	-	16	-	-	16
	4:00PM	-	12:00 M	-	-	16	-	-	16

THE YAZOO & MISSISSIPPI VALLEY RAILROAD COMPANY

CONSIST OF YARD CREWS MEMPHIS TERMINAL JUNE 1919

H	JUNE 10TH			JUNE 15TH			JUNE 20TH			JUNE 25TH		
LPERS	FOREMEN	HELPERS		FOREMEN	HELPERS		FOREMEN	HELPERS		FOREMEN	HELPERS	
COLORED	WHITE	WHITE	COLORED	WHITE	WHITE	COLORED	WHITE	WHITE	COLORED	WHITE	WHITE	COLORED
2	1	1	2	1	1	2	1	1	1	1	1	2
2	1	1	2	1	1	2	1	1	2	1	1	2
2	1	1	2	1	1	2	1	1	2	1	1	2
2	1	1	2	1	1	1	1	1	2	1	1	2
-	1	5	1	1	5	1	1	5	1	1	5	1
1	1	3	1	1	3	1	1	3	1	1	3	1
1	1	1	1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1	1	1	1
2	1	1	2	1	1	2	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1	1	1	1
2	1	1	2	1	1	2	1	1	2	1	1	2
1	1	1	1	1	1	1	1	1	1	1	1	1
2	1	1	2	1	1	2	1	1	2	1	1	2
1	1	1	1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1	1	1	1
2	1	1	2	1	1	2	1	1	2	1	1	2
1	1	1	1	1	1	1	1	1	1	1	1	1
2	1	4	1	1	4	1	1	4	1	1	4	1
1	1	3	1	1	3	1	1	3	1	1	3	1
1	1	1	1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1	1	1	1
2	1	1	2	1	1	2	1	1	2	1	1	2
2	1	1	2	1	1	1	1	1	2	1	1	2
1	1	1	1	1	1	1	1	1	1	1	1	1
2	1	1	2	1	1	2	1	1	2	1	1	2
2	1	1	2	1	1	2	1	1	2	1	1	2
1	1	1	1	1	1	1	1	1	1	1	1	1
2	1	1	2	1	1	2	1	1	2	1	1	2
1	1	1	1	1	1	1	1	1	1	1	1	1
1	1	5	1	1	5	1	1	5	1	1	5	1
1	1	3	1	1	3	1	1	3	1	1	3	1
2	1	1	2	1	1	2	1	1	2	1	1	2
1	1	1	1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1	1	2	-
1	1	1	1	-	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1	1	1	1
2	1	1	1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1	1	1	1
2	1	1	2	1	1	2	1	1	2	1	1	2
16	-	-	16	-	-	16	-	-	18	-	-	18
16	-	-	16	-	-	16	-	-	18	-	-	19
16	-	-	16	-	-	15	-	-	18	-	-	19

June 7, 1924.

Docket No. 4092.

Mr. A. R. Clift, Vice-President,
Yazoo & Mississippi Valley Railroad Company,
Central Station,
Chicago, Ill.

Mr. J. H. Hiland, Grand President,
Association Colored Railway Trainmen,
27 E. Jackson Blvd.,
Memphis, Tenn.

Gentlemen:

Please see my letter June 6th setting Docket No. 4092 - dispute between the Associated Colored Railway Trainmen and the Yazoo & Mississippi Valley Railroad Company-for hearing before Bureau No. 5 on Monday, June 16th, ten o'clock a. m., Chicago Daylight Savings Time.

This is to advise that this case has been postponed and is now set for hearing on Wednesday, June 18th, ten o'clock a. m., same having conflicted with date of Board.

Yours truly,

56-016.

Secretary.

CC Mr. W. G. Lee, President,
Brotherhood of Railroad Trainmen,
B. of R. T. Bldg.,
Cleveland, Ohio.

Galt & Williams, Reporters,
1101 Ashland Block,
Chicago, Ill.

Mr. John Bannon, V. P.,
B. of R. T.,
962 Transportation Bldg.,
Chicago, Ill.

June 6, 1924.

Docket No. 4092.

Mr. A. E. Clift, Vice-President,
Yazoo & Mississippi Valley Railroad Company,
Central Station,
Chicago, Ill.

Mr. J. H. Eiland, Grand President,
Association Colored Railway Trainmen,
27 W. Jackson Mound,
Memphis, Tenn.

Gentlemen:

Case in dispute between the Associated Colored Railway Trainmen and the Yazoo & Mississippi Valley Railroad company, relative to protest against alleged violation of yardmen's agreement, at Memphis Terminal, by restricting colored switchmen's seniority to head-on only, has been assigned Docket No. 4092 and is set for hearing before Bureau No. 3 of the United States Railroad Labor Board at its Office, 2245-48 Transportation Building, 608 South Dearborn Street, Chicago, Illinois, on Monday, June 16th, ten o'clock a. m., Chicago Daylight Savings Time.

Kindly advise if you will be represented at the hearing, and, if so, by whom.

Yours truly,

24-016.

Secretary.

CC Galt & Williams, Reporters,
1101 Ashland Block,
Chicago, Ill.

UNITED STATES RAILROAD BOARD

DOCKET NO. 4092

MISC. CASE. 32.2

PARTIES TO DISPUTE

Association of Colored Railway Trainmen
vs.
Illinois Central RR Co
Yazoo & Mississippi Valley RR Co

S U B J E C T

Ex parte submission from employees relative to protest against alleged violation of yardmen's Agreement, at Memphis Terminal, by stricting colored switchmen's seniority to head-on only.

restricting

Case -Received	File Number	DOCKETED Number	DOCKETED Date	Referred to	Date
5-2-24	32.2	4092	6-2-24	Bureau 3	6-4

Date of Hearing_____

Disposition_____

X

June 3,1924.

Docket 4092

Mr. W.G.Lee, President,
Brotherhood of Railroad Trainmen,
Cleveland,Ohio.

Dear Sir:-

This will acknowledge receipt of your letter of May 29 wherein you state you have received advice of a protest having recently been filed with the Labor Board by the Association of Colored Railway Trainmen on the Yazoo & Mississippi Valley Railroad because of alleged violation of yardmen's agreement at Memphis Terminal whereby colored switchmen's seniority is restricted to head-end positions, and note you call attention to the fact that the yard agreement on the Yazoo & Mississippi Valley Railroad at Memphis was negotiated by a representative of the Railroad Trainmen and that you desire to have a representative in attendance at any hearing the Board may conduct in connection with this dispute.

I am enclosing herewith a copy of exparte submission presented to the Railroad Labor Board by Grand President Hiland of the Association of Colored Railway Trainmen, dated April 30,1924, and a copy of the carrier's position as embodied in VicePresident Clift's letter dated May 29,1924.

As will be noted from the attached correspondence, this dispute has been assigned Docket No. 4092.

Your letter of May 29 will be included with other correspondence in this docket and will no doubt receive consideration when the matter of fixing the date for hearing is taken up.

Yours very truly,

37-026

Secretary.

cc - Mr. A.E. Clift, V.P.,
Y & M.V. RR.Co.,
Central Station,Chicago,Ill.

Mr. J.H. Hiland, Grand Pres.,
Assn. Colored Ry. Trainmen,
27 W.Jackson Boulv., Memphis, Tenn.

Docket No. 2
M.C. 32.2

Brotherhood of Railroad Trainmen

General Offices. Cleveland, Ohio.

WM-m

May 29, 1924.

Mr. L. M. Parker, Secy.,
U. S. Railroad Labor Board,
Chicago, Ill.

Dear Sir:

I am advised that a protest has recently been filed with your Board by the Association of Colored Railway Trainmen on the Y. & M. V. Ry. (MC 32.2) because of alleged violation of yardmen's agreement in the Memphis terminal whereby colored switchmen's seniority is restricted to head end positions only.

Our organization maintains the schedule governing yard service on the Y. & M. V. Ry. and Article 24 thereof sets forth the manner in which grievances must behandled. The alleged grievance of the colored trainmenhas not, therefore, been handled in accordance with the requirements of the schedule, and this communication is written you for the purpose of entering protest against the acceptance or docketing of the petition of the colored trainmen, but if regardless of this protest, such petition is docketed for hearing, I would appreciate it if you would advise the undersigned of the date of the hearing so that I may arrange to have a representative in attendance for the purpose of protecting the interests of our membership.

Thanking you for your attention to this request, I am

Very truly yours,

W. G. Lee.

RECEIVED
Chicago, Illinois
MAY 31 1924
SECRETARY'S OFFICE

X

June 3,1924.

Docket 4092

Mr. A.E. Clift, Vice Pres.,
The Yazoo & Mississippi Valley Railroad Co.,
Central Station,
Chicago, Illinois.

Dear Sir:-

This will acknowledge receipt of your letter of May 29th wherein you state the position of the Yazoo & Mississippi Valley Railroad Company in connection with protest of the Association of Colored Railway Trainmen against alleged violation of yardmen's agreement at Memphis Terminal, restricting colored switchmen's seniority to head-end only.

I am referring copy of your letter to President Riland of the association representing the colored yardmen at Memphis for his information.

The above dispute has been assigned Docket No. 4092.

Yours very truly,

37-026 Secretary.

cc Mr. J.H. Riland, Grand Pres.,
Association of Colored Railway Trainmen,
27 W. Jackson Round,
Memphis, Tenn.

X

Docket 4092
M.C. 32.2

A. E. CLIFT
VICE-PRESIDENT

CHICAGO May 29, 1924.

Mr. L. M. Parker, Secretary,
United States Railroad Labor Board,
608 South Dearborn Street,
Chicago, Illinois.

Dear Sir:

Acknowledge receipt of your letter of May 12th, 1924, File M.C. 32.2, relative to -

"Protest against alleged violation of yardmen's Agreement, at Memphis Terminal, restricting colored switchmen's seniority to head-on only."

It is the position of the Railroad Company the agreement made with the Brotherhood of Railroad Trainmen who represent a majority of the yardmen employed on the Yazoo & Mississippi Valley Railroad is being complied with at Memphis, Tennessee.

This case is no different from that submitted by this same "Association of Colored Railway Trainmen" in Docket 138 and decided by the Board in Decision No. 307, and we ask that this complaint be dismissed.

If and when the case is set for hearing, the Management desires to present argument and evidence.

Yours truly,

A. E. Clift

Original and fourteen copies to Mr. Parker

May 12, 1924

M.C. 32.2

Mr.J.H.Eiland, Grand Pres.,
Association of Colored Railray Trainmen,
27 W.Jackson Mound,
Memphis,Tenn.

Dear Sir:

This will acknowledge receipt of yours of the 8th inst., with copies of duly executed ex parte submission in dispute between the Association of Colored Railway Trainmen and the Illinois Central Railroad Company and the Yazoo & Mississippi Valley Railroad Company, relative to-

> Protest against alleged violation of yardmen's Agreement, at Memphis Terminal, by restricting colored switchmen's seniority to head-end only.

I am referring copy of your submission to Mr.Clift, representative of the carriers for his information, and with the request that he file with the Board fourteen (14) copies of carrier's position in the matter, upon receipt of which the case will be given further consideration.

Yours very truly,

Secretary.

31-056

cc-Mr.A.E.Clift, Vice-Pres.,
Illinois Central RR.,
Central Station,Chicago,Illinois.

X

May 6, 1924.

M. C. 32.2

Mr. J. H. Eiland, Grand President,
Association of Colored Railway Trainmen,
Memphis, Tennessee.

Dear Sir:

This will acknowledge receipt of sixteen (16) copies of ex parte submission pertaining to dispute between the Association of Colored Railway Trainmen and the Illinois Central and Yazoo & Mississippi Valley Railway Companies regarding protest of colored switchmen against alleged violation of yardmen's agreement at Memphis Terminal.

I am returning one copy of this submission to you for signature. It is necessary that one copy of any matter presented in connection with disputes be signed by the petitioner.

Yours very truly,

37-045

Secretary.

X

Association of Colored Railway Trainmen
GRAND LODGE HEADQUARTERS
27 W. JACKSON MOUND
MEMPHIS, TENN.

May 8, 1924.

Mr. L.M. Parker,
Secretary, United States Railroad Labor Board,
Chicago, Ill.

Dear sir:-

Received to-day returned copy of Exparte Submission pertaining to dispute between Association of Colored Railway Trainemn and Illinois Central, Yazoo Mississippi Valley Railroad Company for signature of petitioner.

Having complied with request, I am herewith returning same. Hope same is O.K.

Thanking you for past favors,

I am,
Most respectfully,

Association of Colored Railway Trainmen,

By, J.H. Eilnad G. Pres.

J.H. Eilnad, Grand President.

RECEIVED
Chicago, Illinois
MIN
MAY 12 1924
SECRETARY'S OFFICE

X

APPLICATION FOR DECISION

(By chief executive of carrier, or chief executive of organization representing employees or subordinate officials or duly authorized representative of 100 or more unorganized employees or subordinate officials. See Note A.)

To the United States Railroad Labor Board:

Your petitioner, J.H. Eiland, 27 W. Jackson Blvd. Ave., Memphis, Tenn. avers:

(Name and address of petitioner.)

That he represents the following-named carrier, or organization of employees or subordinate officials, or 100 or more unorganized employees or subordinate officials:

Association of Colored Railway Trainmen.

That a dispute, hereinafter set forth, is pending between the party above named and

Illinois Central- Yazoo Mississippi-Valley Railroad.

(Name of carrier or organization.)

in which dispute those whom he represents are directly interested;

That the authorized representatives of the above-named parties have conferred (or attempted to confer) and failed to reach an adjustment, and have exerted, and are now exerting, every reasonable effort, and have adopted, and are now adopting, every available means to avoid any interruption to the operation of any carrier growing out of the dispute in question; and are not promoting, aiding, or abetting any strike, walkout or lockout growing out of said dispute; and that there is no appropriate adjustment board to which this dispute may be submitted. (See Note B.);

That rules or an agreement governing wages and working conditions { ~~are~~ / are not } in effect between the said carrier and its employees interested in this dispute;

(If such rules or agreement are in effect, set out date thereof and name of parties signatory thereto.)

.....

.....

.....

That the facts of the dispute are as set forth in exhibit form and attached to this application. (See Note C.)

Petitioner asks that this application be docketed for decision, that the interested parties be duly notified, and that the Board decide this dispute as soon as practicable.

An opportunity for oral presentation { is / ~~is not~~ } desired.

Signed this 30 day of April, 1924.

J.H. Eiland, Grand President,
Association of Colored Railway Trainmen,
Memphis, Tennessee.

(Signature of Petitioner. See Note D.)

(See other side for explanatory notes.)

2—11064

J.H. Eiland. G. Pres.

Ch... Illinois
MAY 2 1924
STATISTICS OFFICE

NOTE A. When two or more carriers or two or more organizations desire to join in the submission of the same dispute to the Board, the chief executive of each such carrier or organization is required to certify thereto.

NOTE B. When a dispute is brought to the Board as a result of failure to secure conference, it must appear by the exhibits that reasonable efforts to secure conference have been made. The Board approves the existing practice requiring that in the first instance the representatives of the organizations seeking conference or conferring should be the duly authorized representatives selected by the employees in the service of the carrier directly interested in the dispute. Applications for conference should be made to the designated officer of the carrier or organization, unless such officer is unavailable, and if so such fact shall appear herein.

NOTE C. Describe briefly, but clearly, matter in dispute, specifically stating grievances, rules or articles of agreement, working conditions or compensation of which petitioner complains. A joint statement, signed by all parties, setting out facts which are agreed to, should be submitted by petitioner.

NOTE D. If those whom the petitioner represents are unorganized, their signatures and occupations shall be attached in exhibit form.

2—11064

APPLICATION FOR DECISION

To the United States Railroad Labor Board:

Petitioner, ... (Name of carrier or organization.) ..... (Name of petitioner.) ..... (Occupation.) ..... (Address

EXPARTE SUBMISSION

filed with

THE UNITED STATES RAILROAD LABOR BOARD

by

J.H. EILAND, GRAND PRESIDENT

of the

ASSOCIATION OF COLORED RAILWAY TRAINMEN

versus

ILLINOIS CENTRAL-YAZOO MISSISSIPPI VALLEY
RAILROAD COMPANY

who refused to sign a joint submission.

MAY 2 1924
SECRETARY'S OFFICE

The colored yard breakmen(or switchmen)Memphis Terminal, I.C.Y.& M.V.R.R.Memphis,Tenn.,claim that the Seniority Rule as incorporated into the contract,entered into by the representatives of the majority of employees(Brotherhood of Railway Trainmen) and the carrier,are now and have been violated since 1920.

"SCHEDULE of RULES and WAGES GOVERNING YARDMEN"
EFFECTIVE NOV.18,1920.
(Page 6,Art.11-"SENIORITY"-reads as follows.)

(a)-Seniority rights of yardmen will date from the time they enter service continuous in yard or terminal where employed.

(b)-The right to preference of work and promotion will be governed by seniority in the service.The yardman oldest in the service will be given preference,if competent.

(c)-In the appointment of yardmasters and Assistant Yardmasters the senior yardman will,in all cases,be given full and unprejudiced consideration.

(d)-Rights contained in this agreement shall be understood to apply for both white and colored employes alike,and this plainly and necessarilly involves only one seniority list in which all men will be treated uniformly,regardless of race or color.

(e)-All men entering the service on and after January 16,1920,to fill the positions of switchmen will be subject to and repuired to pass uniform examinations and comply with regulations as to standard watches and to know how to read and write.

(f)-Discipline will be applied uniformly,commensurate with the facts in the case,without distinction as to color.

(g)-When yard forces are reduced,the men involved will be displaced in the order of their seniority regardless of color.

Paragraph "D" plainly states that rights contained in the agreement shall be understood to apply to both white and colored alike;that all men shall be treated uniformly regardless of race or color.Notwithstanding this fact,it appears that the representative of the Brotherhood of Railway Trainmen and the carrier have come together on an understanding whereby the provisions of paragraph "D" are nullified as far as the colored switchmen are concerned

-"THE PRACTICE"-
(IN PART),OF WHICH PETITIONER COMPLAINS.

The practice,(in part),of which petitioner complains is:colored switchmen are not permitted to exercise their seniority on the rear-end of switching crews nor switch-lining jobs while white switchmen are permitted to and do exercise their seniority on all positions. For instance,where a crew consists of three men,yard conductor and two yard breakmen,one brakeman fills the position known as engine follower,the other breakman fills the position known in railroad parlance as "rear-end-man","long-field-man".

Under the present practice the colored yard brakemen's Seniority is restricted to the "head-end" only,(known as engine follower),while the white yard brakemen can and do exercise their seniority,as before stated,on both rear and head-end. In the Nonconnah Hump Yard there are two engines working on each shift with a crew of one conductor and seven brakemen each.One of these brakemen is a colored brakeman who fills the position of engine follower. Six are white brakemen,one filling the position of "tie-down-man",in other words,rear-end-man. The other five white brakemen fill the position of liners.(They are stationed at intervals along the lead to line the switches.)In addition,there are twenty brakemen known as car riders,who takes care of the cars as they are cut off over the hump. Under this practice complained of the colored switchmen are permitted to exercise their seniority as a rider but are prohibited from exercising their seniority as a liner.

On May 3,1922,a committee,representing the colored switchmen, Memphis Terminal,met in conference with Mr.A.E.Clift,then General Manager of the Carrier,and,after producing evidence showing that the Seniority Rule was being violated in the Memphis Terminal, requested that the discriminatory practice be discontinued and that ,that part of the agreement pertaining to Seniority be carried out to the letter.Copy of Mr.Clift's written answer to this committee appears below.

Chicago,May 3,1922.

James Williams,
Henry Moore,
J.H.Eiland:-
Memphis,Tenn.

Return herewith your memorandum dated April 29th with reference to exercise of seniority in Memphis Terminals.

I have given your request very careful consideration and feel that I cannot make any change in the present practice of handling yardmen at Memphis.

A.E.Clift.

Mr.Clift's answer not being satisfactory,the case was appealed to Mr.L.W.Baldwin,at that time V.President of the carrier.Copy of his written answer follows.

Chicago,October 30,1922.

J.H.Eiland,
John Jones,
James Williams,
Memphis,Tenn.

I have your letter of Oct.18th appealing from decision of General Manager Clift with reference to the handling of colored switchmen at Memphis.

The present schedule of the Brotherhood of Railroad Trainmen was negotiated with that organization in accordance with Decision No.II9 of the United States Railroad Labor Board, and Seniority rights of switchmen on Memphis Terminal are being handled in accordance with that agreement.

L.W.Baldwin.

On the 7th day of April,1924,the petitioner,through its president, J.H.Eiland,met in conference with Mr.J.J.Pelley,present general manager of the carrier. After discussing this same question of Discriminatory Seniority,requested that the carrier discontinue

Under the present practice the colored yard brakemen's Seniority is restricted to the "head-end" only,(known as engine follower),while the white yard brakemen can and do exercise their seniority,as before stated,on both rear and head-end. In the Nonconnah Hump Yard there are two engines working on each shift with a crew of one conductor and seven brakemen each.One of these brakemen is a colored brakeman who fills the position of engine follower. Six are white brakemen,one filling the position of "tie-down-man",in other words,rear-end-man. The other five white brakemen fill the position of liners.(They are stationed at intervals along the lead to line the switches.)In addition,there are twenty brakemen known as car riders,who takes care of the cars as they are cut off over the hump. Under this practice complained of the colored switchmen are permitted to exercise their seniority as a rider but are prohibited from exercising their seniority as a liner.

On May 3,1922,a committee,representing the colored switchmen, Memphis Terminal,met in conference with Mr.A.E.Clift,then General Manager of the Carrier,and,after producing evidence showing that the Seniority Rule was being violated in the Memphis Terminal, requested that the discriminatory practice be discontinued and that ,that part of the agreement pertaining to Seniority be carried out to the letter.Copy of Mr.Clift's written answer to this committee appears below.

Chicago,May 3,1922.

James Williams,
Henry Moore,
J.H.Eiland:-
Memphis,Tenn.

Return herewith your memorandum dated April 29th with reference to exercise of seniority in Memphis Terminals.

I have given your request very careful consideration and feel that I cannot make any change in the present practice of handling yardmen at Memphis.

A.E.Clift.

Mr.Clift's answer not being satisfactory,the case was appealed to Mr.L.W.Baldwin,at that time V.President of the carrier.Copy of his written answer follows.

Chicago,October 30,1922.

J.H.Eiland,
John Jones,
James Williams,
Memphis,Tenn.

I have your letter of Oct.18th appealing from decision of General Manager Clift with reference to the handling of colored switchmen at Memphis.

The present schedule of the Brotherhood of Railroad Trainmen was negotiated with that organization in accordance with Decision No.II9 of the United States Railroad Labor Board, and Seniority rights of switchmen on Memphis Terminal are being handled in accordance with that agreement.

L.W.Baldwin.

On the 7th day of April,1924,the petitioner,through its president, J.H.Eiland,met in conference with Mr.J.J.Pelley,present general manager of the carrier. After discussing this same question of Discriminatory Seniority,requested that the carrier discontinue

this practice and put into effect the provisions of the agreement. Copy of Mr.Pelley's written answer to this conference follows:-

Chicago,April 7,1924.

J.H.Eiland,
Memphis,Tennessee.

Referring to conference to-day relative to alleged discrimination in handling of colored switchmen at Memphis.

The seniority rights of switchmen at Memphis Terminal are being handled in accordance with the schedule agreement with the Brotherhood of Railroad Trainmen,negotiated with that organization in accordance with Decision No.119 of the United States Railroad Labor Board.

J.J.Pelley.

After receiving this unsatisfactory answer from Mr.Pelley,we asked him to join us in a joint submission of facts before the United States Railroad Labor Board.This request,Mr.Pelley refused. Hence, this "Ex-parte" submission.The Board will notice the communications from Messrs Baldwin and Pelley. They attempt to establish the fact that Seniority Rules governing yard-brakemen in Memphis Terminal are being handled in accordance with the schedule agreement of the Brotherhood of Railroad Trainmen. In direct contrast,Mr.A.E. Clift clearly states that he could not make any change in the present PRACTICE, (not rule or agreement),of handling yard-men at Memphis.

The petitioner,through its president,J.H.Eiland,is in position to produce evidence that the practice complained of is in violation of the agreement (which is daily violated) and is not in accordance with Decision No.119 of the United States Railroad Labor Board.

Paragraph "C" of Art.11-Seniority,deals with promotions but the petitioner wishes to be clearly understood that they are not seeking promotion,but do want every other right extended them that is extended other employes of the same craft,since they are repuired to stand thesame examination and are held equally responsible.

In order that the Board may get first hand information relative to the handling of yard-brakemen in the Memphis Terminal,petitioner begs that the Board request that the carrier have present at the hearing of this case,Assistant Yard master,Mr.E.Hoosier who has in charge the handling of all the yard men.

Since we notice that the Railroad Labor Board has classified yard employees into two distinct groups,(Under train and engine service),yard-conductor or yard foreman and yard brakemen or yard helpers,we feel that the carrier is guilty of gross violation of the agreement by restricting the seniority of colored switchmen to head-end only.

Respectfully,
ASSOCIATION OF COLORED RAILWAY TRAINMEN,
By,J.H.Eiland,Grand President.

J.H. Eiland, G. Pres—

BEFORE THE UNITED STATES RAILROAD LABOR BOARD.

BUREAU NO. 3.

Association of Colored Railway Trainmen -vs- Illinois Central Railroad Company, Yazoo & Mississippi Valley Railroad Company. Ex parte submission from employes relative to protest against alleged violation of Yardmen's agreement at Memphis Terminal by restricting colored switchmen's seniority to head-on only.	Docket No. 4092.

Transportation Building, Chicago, Ill.,

Wednesday, June 18, 1924.

The above entitled matter came on for hearing at 10 o'clock a. m.

BEFORE:

G. W. BERRY, Examiner.

APPEARANCES:

For the employes:

John Bannon, Vice. Pres, B. of R. T.
J. H. Eiland, Grand Pres., A. of C.R. T.

For the carriers:

E. A. Clift, Vice-President.
J. H. Jordan, Supt. Wage Bureau.

P R O C E E D I N G S.

Exam. Berry: The ex parte submission by the Association of Colored Railway Trainmen states:

The colored yard brakemen, or switchmen, at the Memphis Terminal, Illinois Central - Yazoo & Mississippi Valley Railroad, at Memphis, Tennessee, claim that the seniority rule as incorporated into the contract entered into by the representatives of the majority of employes, Brotherhood of Railway Trainmen, and the carrier, are now and have been violated since 1920.

Schedule of rules and wages governing yardmen, effective November 18, 1920, page 6, Article 11, entitled "Seniority," reads as follows:

"(a) Seniority rights of yardmen will date from the time they enter service continuous in yard or terminal where employed.

"(b) The right to preference of work and promotion will be governed by seniority in the service. The yardman oldest in the service will be given preference, if competent.

"(c) In the appointment of yardmasters and assistant yardmasters the senior yardman will, in all

cases, be given full and unprejudiced consideration.

"(d) Rights contained in this agreement shall be understood to apply for both white and colored employes alike, and this plainly and necessarily involves only one seniority list in which all men will be treated uniformly, regardless of race or color.

"(e) All men entering the service on and after January 15, 1920, to fill the positions of switchmen, will be subject to and required to pass uniform examinations and comply with regulations as to standard watches and to know how to read and write.

"(f) Discipline will be applied uniformly, commensurate with the facts in the case, without distinction as to color.

"(g) When yard forces are reduced, the men involved will be displaced in the order of their seniority regardless of color."

Paragraph (d) plainly states that rights contained in the agreement shall be understood to apply to both white and colored alike; that all men shall be treated uniformly, regardless of race or color. Notwithstanding this fact, it appears that the representative of the Brotherhood of Railway Trainmen and the carrier

have come together on anunderstanding whereby the provisions of paragraph (d) are nullified as far as the colored switchmen are concerned.

The practice, in part, of which petitioner complains, is: Colored switchmen are not permitted to exercise their seinrity on the rear-end of switching crews nor switch-lining jobs while white switchmen are permitted to and do exercise their seniority on all positions. For instance, where a crew consists of three men, yard conductor and two yard brakemen, one brakeman fills the position known as engine follower, the other brakeman fills the position known in railroad parlance as "rear-end man," "Long field man."

Under the present practice the colored yard brakeman's seniority is restricted to the head end only, known as engine follower, while the white yard brakeman can and do exercise their seniosity, as before stated, on both rear and head end. In the Nonconnah Hump yard there are two engines working on each shift, with a crew of one conductor and seven brakemen each. One of these brakemen is a colored brakeman who fills the position of engine follower. Six are white brake-

men, one filling the position of "tie down man," in other words, rear end man. The other five white brakemen fill the position of liners. They are stationed at intervals along the lead to line the switches. In addition there are twenty brakemen known as car riders, who take care of the cars as they are cut off over the hump. Under this practice complained of the colored switchmen are permitted to exercise their seniority as a rider, but are prohibited from exercising their seniority as a liner.

On May 3, 1938, a committee representing the colored switchmen, Memphis Terminal, met in conference with Mr. A. E. Clift, then general manager of the carrier, and, after producing evidence showing that the seniority rule was being violated in the Memphis Terminal, requested that the discriminatory practice be discontinued and that that part of the agreement pertaining to seniority be carried out to the letter. Copy of Mr. Clift's written answer to this committee appears below.

"Chicago, May 3, 1938. James Williams, Henry Moore, J. H. Eiland; Memphis, Tennessee.

"Return herewith your memorandum dated April 29th with reference to exercise of seniority in Memphis Terminals.

"I have given your request very careful consideration and feel that I cannot make any change in the present practice of handling yardmen at Memphis.

(Signed) A. E. Clift."

Mr. Clift's answer not being satisfactory, the case was appealed to Mr. L. W. Baldwin, at that time vice president of the carrier. Copy of his written answer is as follows:

"Chicago, October 30, 1922. J. H. Eiland, John Jones, James Williams, - Memphis, Tennessee.

"I have your letter of October 18th appealing from decision of General Manager Clift with reference to the handling of colored switchmen at Memphis.

"The present schedule of the Brotherhood of Railroad Trainmen was negotiated with that organization in accordance with Decision No. 119 of the United States Railroad Labor Board, and seniority rights of switchmen on Memphis Terminal are being handled in accordance with that agreement.

(Signed) L. W. Baldwin."

On the 7th day of April, 1924, the petitioner, through its president, J. H. Eiland, met in conference with Mr. J. J. Pelley, present general manager of the carrier. After discussing this same question of discriminatory seniority, requested that the carrier discontinue this practice and put into effect the provisions of the agreement. Copy of Mr. Pelley's written answer to this conference is as follows:

"Chicago, April 7, 1924. J. H. Eiland, Memphis, Tennessee.

"Referring to conference today relative to alleged discrimination in handling of colored switchmen at Memphis.

"The seniority rights of switchmen at Memphis Terminal are being handled in accordance with the schedule agreement with the Brotherhood of Railroad Trainmen, negotiated with that organization in accordance with Decision No. 119 of the United States Railroad Labor Board.

(Signed) J. J. Pelley."

After receiving this unsatisfactory answer from

Mr. Pelley, we asked him to join us in a joint submission of facts before the United States Railroad Labor Board. This request, Mr. Pelley refused. Hence, this ex parte submission. The Board will notice the communications from Messrs. Baldwin and Pelley. They attempt to establish the fact that seniority rules governing yard brakemen in Memphis Terminal are being handled in accordance with the schedule agreement of the Brotherhood of Railroad Trainmen. In direct contract, Mr. A. E. Clift clearly states that he could not make any change in the present practice,-not rule or agreement, - of handling yard men at Memphis.

The petitioner, through its president, J. H. Eiland, is in position to produce evidence that the practice complained of is in violation of the agreement, which is daily violated, and is not in accordance with Decision No. 119 of the United States Railroad Labor Board.

Paragraph "C" of Article 11, Seniority, deals with promotions, but the petitioner wishes to be clearly understood that they are not seeking promotion, but do want every other right extended them

that is extended other employes of the same craft, since they are required to stand the same examination and are held equally responsible.

In order that the Board may get first hand information relative to the handling of yard brakemen in the Memphis Terminal, petitioner begs that the Board request that the carrier have present at the hearing of this case Assistant Yard Master Mr. E. Hoosier, who has in charge the handling of all the yardmen.

Since we notice that the Railroad Labor Board has classified yard employes into twi distinct groups, under train and engine service, yard conductor or yard foreman and yard brakemen or yard helpers, we feel that the carrier is guilty of gross violation of the agreement by restricting the seniority of colored switchmen to head end only.

It is signed, "Respectfully, Association of Colored Railway Trainmen, By J. B. Eiland, Grand President."

Reply was made by the carrier, through its vice-president, dated May 29th, addressed to the United States Railroad Labor Board, as follows:

"Dear Sir: Acknowledge receipt of your letter of May 12th, 1924, File M.C. 32.2, relative to

protest against alleged violation of yardmen's agreement, at Memphis Terminal, restricting colored switchmen's seniority to head-on only.

"It is the position of the railroad company the agreement made with the Brotherhood of Railroad Trainmen who represent a majority of the yardmen employed on the Yazoo & Mississippi Valley Railroad is being complied with at Memphis, Tennessee.

"This case is no different from that submitted by this same Association of Colored Railway Trainmen in Docket 138 and decided by the Board in Decision No. 307, and we ask that this complaint be dismissed.

"If and when the case is set for hearing, the management desires to present argument and evidence.

"Yours truly, (signed) A. E. Clift, Vice-President."

A communication from the president of the Brotherhood of Railroad Trainmen, dated Cleveland, Ohio, May 29, 1924, addressed to the secretary of the United States Labor Board, is as follows:

"Dear Sir: I am advised that a protest has recently been filed with your Board by the Association

z11

of Colored Railway Trainmen on the Y. & M. V. Railway, MC 32.2, because of alleged violation of yardmen's agreement in the Memphis Terminal whereby colored switchmen's seniority is restricted to head end positions only.

"Our organization maintains the schedule governing yard service on the Y. & M. V. Railway, and Article 24 thereof sets forth the manner in which grievances must be handled. The alleged grievance of the colored trainmen has not, therefore, been handled in accordance with the requirements of the schedule, and this communication is written you for the purpose of entering protest against the acceptance or docketing of the petition of the colored trainmen, but if regardless of this protest, such petition is docketed for hearing, I would appreciate it if you would advise the undersigned of the date of the hearing so that I may arrange to have a representative in attendance for the purpose of protecting the interests of our membership.

"Thanking you for your attention to this request, I am verytruly yours, (signed) W. G. Lee."

Now, Mr. Eiland, have you anything further to add?

If you have, go ahead.

STATEMENT BY MR. J. H. EILAND,
On behalf of employes.

The representative of the carrier claims it is the position of the railroad company that the agreement made by the Brotherhood ofRailroad Trainmen, representing a majority of the trainmen on the Yazoo & Mississippi Valley Railroad, is being complied with at Memphis, Tennessee. Here we wish to state that it is not being complied with according to regulations, and recite the following specific cases as evidence to substantiate our claim:

First let me state that said agreement reads as follows:

"Article 11, Section (a). Seniority rights of yardmen will date from the time they enter the service continuous in the yard or terminal where employed.

"(b) The right to preference of work and promotion will be governed by seniority in the service. The yardman oldest in the service will be given preference, if competent.

"(c) In the appointment of yardmasters and assistant yardmasters, the senior yardman will in all cases

be given full and unprejudiced consideration.'

"(d) Rights contained in this agreement shall be understood to apply for both white and colored employes alike, and this plainly and necessarily involves only one seniority list in which all men will be treated uniformly, regardless of race or color.

"(e) All men entering the service on and after January 16, 1920, to fill the positions of switchmen will be subject to and required to pass uniform examinations and comply with the regulations as to standard watches and to know how to read and write.

"(f) Discipline will be applied uniformly, commensurate with the facts in the case, without distinction as to color.

"(g) When yard forces are reduced, the men involved will be displaced in the order of their seniority, regardless of color."

I would like to state that paragraph (c) refers to promotion, and we would like it to be clearly understood that the colored switchmen in the Memphis Terminal are not seeking promotion.

Here we wish to state that the agreement governing

the yardmen in the Memphis Terminal is not being complied with, and in accordance with the regulations, and we cite the following as specific cases, and as evidence to substantiate our claim:

On May 29, 1924, a colored switchman, Marshall Howard, whose seniority dates from January 23, 1923, was rolled off Monconnah Trimmer by J. P. James, a white switchman, whose seniority dates from November 2, 1912, leaving a white switchman, B. A. Nolen, whose seniority dates from December 16, 1916, a junior man to Howard on the rear end.

Exam. Berry: I don't reconcile that statement, Mr. Eiland. You say that Howard carried seniority from January 23, 1923, while James and Nolen, 1912 and 1916 respectively.

Mr. Eiland: Thank you for that correction. It should be 1913. Marshall Howard's service record is January 13, 1913.

The point that we bring out, gentlemen, - a younger and junior white man was left on the rear end of this crew, that Howard was rolled off of. Under this rule of which we are complaining, colored switchmen

are barred from working on the rear end of switching crews.

On June 14, 1924, colored switchman Marshall Howard, whose seniority dates from January 23, 1913, was rolled off South Memphis Bum by A. D. Green, a senior man to Howard, white, leaving white switchman W. L. Sullivan, a junior man to Howard, on the rear end.

On June 12, 1924, a check of the seniority board showed the following white switchmen holding regular jobs on rear ends of crews:

W. H. Rodgers, seniority 9/6/1922;

S. E. Kenny, seniority, 9/6/1922;

W. J. Reed, 9/5/1922;

Oliver Harris, seniority, 9/5/1922;

F. L. Barnes, 9/6/1922;

L. A. Rodgers, seniority, 10/9/1922,

leaving the following colored switchmen on extra board:

C. N. Blue, seniority, 9/5/1922;

John Waters, seniority, 9/5/1922;

Will Hayes, seniority, 9/7/1922;

Robert Collins, seniority, 9/6/1922;

Phil Carpenter, seniority, 10/3/1922;

A. Goldsberry, seniority, 9/22/1922.

The Examiner will notice from the above record that we have white men holding regular jobs who are juniors to the colored men that are working extra on account of this so-called Jim Crow seniority.

In order that the Board may get a clear idea as to how the seniority board is handled, I have here a striking likeness of the regular board which the switc - men are handled onin the Memphis Terminal. The red cards are for colored men and the white cards are used for white men. We will use this as the extra board, this line down here, extra board.

The regulation says that all men will be treated uniformly on the seniority board, regardless of color, which means that a white man here working behind is put over on the layoff board, and the man that is first out, if he happened to be a colored man, he should be put on the rear end in this place.

(Mr. Eiland further explains board.)

Representative of the carrier further requests that this complaint be dismissed on the ground that it is no different from that submitted by this same association of colored railway trainmen in Docket 138, and

decided by the Board in Decision 307. To this we also differ with the carrier.

Decision 307, Docket 138, was Association of Colored Railway Trainmen versus Illinois Central Railroad Company; Yazoo & Mississippi Valley Railroad.

Question: Complaint against the continuance of following the rule in the agreement entered into between the representatives of the carriers and their employes in train service, reading:

"When train or yard forces are reduced, the men involved will be displaced in the order of their seniority, regardless of color. When a vacancy occurs, or any new runs are created, the senior man will be preferred in choice of runs or vacancies, either as flagmen, brakemen or switchmen, except that negroes are not to be used as conductors, baggagemen or flagmen. Negroes are not to beused as flagmen, except that those now in that service may be retained therein, with their seniority rights; no porter to have any trainmen's rights except where he may have established same by three months continually in the freight service. All rules, regulations or agreements in conflict with the foregoing are

null and void."

The Board will notice that the above complaint was against the continuance of following the rule in the agreement entered into between the representatives of the carriers and their employes in train service, while in the present case the complaint is against the failure of the carrier to follow the rule in the agreement entered into between representatives of the carrier and their employes in yard service. However, it appears that the carrier is applying a rule to yard service employes which was negotiated and intended for main line road employes.

The rule in question states:

"Negroes are not to be used as flagmen." We hold that the word flagmen does not all apply to yard work. We fail to know of any record where yardmen are classified as flagmen. On the other hand, there is a record that classifies roadmen as freight brakemen and flagmen, passenger train brakemen and flagmen. The same classification refers to yardmen as yard brakemen and yard helpers, without stating any position that the negro cannot fill, as is the case in road work.

When the practice complained of was first inaugurated, it was the general understanding that colored switchmen were only barred from rear end of crews. Very shortly we found out that they had gone even further than this by barring him from the lining position. Since there can be --

I would like to state right here that there was a time as late as 1917 when all liners on the Noneonnah Hump were colored men, and on the down line in the yards the rear end men were colored men.

Since there can be only one rear end to each crew, we are at a loss to understand just how our men can be barred from the jobs of lining under the disguise of this being a white man's position, when these same switches are lined by colored men when so-called flat jobs are operating in this same territory.

An analysis of other yards where mixed crews are used, white and black employes, we fail to find this discrimination in practice. On the other hand, every man is given what his service record entitles him to in the way of working conditions, regardless of color.

It is true that the agreement governing yardmen

on the Yazoo &Mississippi Valley Railroad, Memphis, Tennessee, was negotiated by representatives of the carrier and the Brotherhood of Railroad Trainmen, but the Railroad Labor Board declared in Docket 2044, Decision 1375, that Congress said in the Transportation Act of 1920, that the representatives of the craft of employes shall have the right to negotiate collective agreements for that craft, but there is nothing in the act which contemplates that such representatives, selected by a majority of a craft, may negotiate an agreement favorable to the majority and discriminatory against the minority. But that is just what the practice complained of means to the colored switchmen in the Memphis Terminal.

It also further states that the seniority of railroad employes has been and is now generally recognized as a right of employes which must be and is, we hold, protected, and is not dependent upon membership in any particular organization of employes. No carrier can lawfully, under the Transportation Act, negotiate an agreement with an organization of employes which denies to any individual employe of the craft rights which were

accorded to others of the craft of employes.

The Railway Administration through Director General McAdoo, stamped its disapproval of such erroneous practice by Section 5 of General Order 8, which said section reads as follows:

"No discrimination will be practiced in the employment, retention or condition of employment of employes because of membership or non-membership in labor organizations."

We feel that an agreement by which a carrier and one organization combines to deny men on account of color full enjoyment of their seniority rights is subversive of the individual liberty of said men and out of harmony with the genius of our free institution.

It is likewise quite worthy of note in this connection that if such an agreement can be made affecting one class of employes, it can be made applicable to all classes of employes.

Principle 6, Decision 119, in part reads as follows:

"No discrimination shall be practiced by management as between members and non-members of organizations,

1s22

or as between members of different organizations."

We feel that the Board has set a precedent for this case in the rendering of Decision 1975, Docket 2044, Decision 1923, Docket 2045. If this Honorable Board sustains the carrier's position in this case, they will have to renounce former rulings handed down in past decisions, and go on record as endorsing discrimination on account of color. It stands to reason that if a senior white man can roll a junior colored man off the head end of the crew, then a senior colored man should be allowed to roll a junior white man off the rear end of the crew. Under the present practice, if a colored switchman with 15 years' seniority is on the head end of a crew, and a white switchman with two weeks' seniority is on the rear end of the same crew, another white switchman with 18 years' seniority can roll the colored switchman - and this is often done, - but this colored switchman with the 15 years' seniority cannot roll the white switchman on the rear end who has only two weeks' seniority.

In other words, we have a man here that has been switching for this company at Memphis, Tennessee for

25 years, and a white man having 25 years and 1 day, one day older than this man, can roll him off that job, and a white man on the rear end only having two weeks' seniority, this man cannot roll him, and we claim that that is directly in violation of the seniority clause as incorporated into the agreement and negotiated by the representatives of the carrier and the Brotherhood of Railroad Trainmen, and signed by such representatives.

At no time in any conference between representatives of the carrier and colored switchmen has it been the position of the carrier that the seniority rule governing the Memphis Terminal was being properly enforced so far as the colored switchmen were concerned. On the other hand, they have agreed with us in our contentions and frankly stated that they knew the practice complained of was not right, and for that reason they would not agree to put it into the contract. They have further stated that the practice was what was known as "a gentlemen's agreement." However, when we requested of a representative of the carrier to give their decision in writing, we found it was always so

far different from the verbal decision given in the conference, disposing of the matter by simply stating they were unable to change the present practice, thereby evading the main issue under the pretense that it was the carrier's position that the seniority rule governing the Memphis Terminal was being properly enforced.

Let me state that in all other yards in Memphis using white and colored switchmen, this discriminatory practice does not exist. Every man is given just what his seniority calls for, regardless of color.

We notice many decisions rendered by the Labor Board to the effect that contracts made between carrier and employes must be kept inviolate, and that is all we are asking in this case. If the colored switchmen in the Memphis Terminal are required to stand the same examination, and are held equally responsible along with the white switchmen, and if the colored switchman is required to come up to the provisions of some of the agreement, then the entire contract, so far as working conditions are concerned, should be binding on him, and he should enjoy the same privilege under the rules governing working conditions as others enjoy, otherwise

the entire contract should be declared null and void, so far as the colored switchmen are concerned. With the evidence submitted in this case we think that the Labor Board will render its decision to the effect that the carrier is guilty of violating the seniority rule as incorporated into the agreement governing yardmen at Memphis, Tennessee, and order its discontinuance.

Exam. Berry: Is that all, Mr. Eiland?

Mr. Eiland: I believe that is all.

Exam. Berry: We will hear from you, Mr. Clift.

STATEMENT BY MR. A. E. CLIFT,
On behalf of carrier.

Mr. Clift: As stated in formal reply to the Board dated May 29th, 1924, this case is no different from that submitted by this same Association of Colored Railway Trainmen in Docket 138 and decided by the Board in Decision No. 307; Docket 138 covered the following:

"Question: Complaint against the continuance of following the rule in agreement entered into between the representatives of the carriers and their employes in train service, reading:

"When trainmen or yard forces are reduced the

men involved will be displaced in the order of their seniority, regardless of color. When a vacancy occurs or any new runs are created, the senior man will be preferred in choice of runs or vacancies, either as flagmen, brakemen, or switchmen, except that negroes are not to be used as conductors, baggagemen, or flagmen. Negroes are not to be used as flagmen, except that those now in that service may be retained therein with their seniority rights; no porter to have any trainmen's rights, except where he may have established same by three months continually in the freight service.

'All rules, regulations, or agreements in conflict with the foregoing are null and void.' "

In the minutes of the proceedings held at Memphis, Tennessee, Monday, April 4, 1921, beginning on page 14, Mr. L. C. Going, attorney for the Association of Colored Railway Trainmen, read into the record a portion of the proceedings in Dockets 1, 2 and 3, held Friday, March 18th, 1921. On page 27, Eiland is reported as making the following statement concerning this same rule:

"This does not only exist in road service. We find they are applying this rule also at lots of points in the yards, and they are claiming that the long field men" --

"Mr. Going: What is a long field man? Explain that.

"Mr. Eiland: He is the man that works behind on a switch engine.

"Mr. Going: Does he occupy the same position in the yard service that a flagman does in train service?

"Mr. Eiland: He does, on the rear end of cuts."

Beginning on page 29, ending on page 30, Eiland gives examples of the application of the rule. This, of course, was part of the hearing of March 18th. In the hearing of April 4th, 1921, pages 63 to 75, inclusive, are illustrations, examples and explanations of the application of the rule in yard service at Memphis.

On page 124, Eiland says:

"The rule that we protest against is the rule barring the black man from working behind in these yards and in the meantime giving the white man the privilege

of working at any place on the switch engine", et cetera.

The Board gave consideration to the evidence and arguments in this case, and under date of November 4th, 1921, issued their Decision No. 307 dismissing the complaint and denying the request of the Association of Colored Railway Trainmen.

The Board will note that so far as yardmen are concerned, Docket 138 covers the same contention as in the present case, made by the same spokesman for the same organization. The same decision necessarily should apply. We ask, therefore, that this complaint be dismissed.

Further, the rule in the agreement to which this association took exceptions in Docket 138 was first negotiated during the period when this railroad was in Federal control.

Decision No. 2 of your Board contains the following language:

"The Board assumes as a basis of this decision the continuance in full force and effect of the rules, working conditions and agreements in force under the authority of the United States Railroad Administration. Pending the presentation, consideration and determina-

tion of the questions pertaining to the continuation or modification of such rules, conditions and agreements, no changes therein shall be made except by agreement between the carrier and employes concerned. As to all questions with reference to the continuation or modification of such rules, working conditions and agreements, further hearing will be had at the earliest practicable date and decision thereon will be rendered as soon as adequate consideration can be given."

Decision No. 2 containing the above language is dated Chicago, Illinois, July 20th, 1920.

On November 4, 1921, the Board rendered Decision No. 307, on a request attacking the rule and the manner in which it was applied, and denied the request and dismissed the complaint.

This railroad, therefore, had every reason to believe that the Board had considered the force and effect of the continuation or modification of the rule in question and decided not to modify or change the rule.

Under date of April 8, 1924, this railroad, as represented by the Conference Committee of Managers,

entered into an agreement with the Order of Railway Conductors and the Brotherhood of Railroad Trainmen, which in part provides:

"No change will be made in schedules except as specifically provided herein unless by mutual agreement, all to remain in effect until December 31, 1925, and thereafter subject to the usual 30 days notice of change."

In accordance with that settlement, the Yazoo & Mississippi Valley Railroad entered into an agreement with the Brotherhood of Railroad Trainmen representing the majority of the yardmen and switchtenders employed by the Yazoo & Mississippi Valley Railroad, dated April 1, 1924, the terminating clause of which reads:

"(a) Nothing in these rules shall be construed to abrogate any local rights the men may now have.

"(b) These rules and ratesof pay shall remain in effect until December 31, 1925, and thereafter until revised or abrogated, of which intention thirty days' written notice shall be given by the party desiring the change."

In view of this agreement which the Yazoo & Missis-

nippi Valley Railroad Company has made with the brotherhood of Railroad Trainmen, we are in honor bound to maintain in full force and effect the rules and practices which were negotiated by the Brotherhood of Railroad Trainmen representing the majority of the yardmen and switch tenders to which the Association of Colored Railway Trainmen object until the specified date of the expiration of the contract.

We therefore ask that the Board again dismiss the complaint.

In connection with the present complaint, the attention of the Board is called to the brief filed by the railroad company in Docket 138, reciting the history of the present rules. From this brief is quoted the following statement appearing on page 141 of the record:

"Under the interpretation made by the Regional Director at the time the above rules were issued to the Federal Manager, and which rules as above stated have been continued in effect, it was not intended that colored trainmen would be used in the position of conductors, flagmen or baggagemen, which interpreta-

tion was in accordance with previous practice of the railroad. It was also clearly understood that there would be no sharp practices on the part of white trainmen with the view of eliminating colored brakemen from the service. This has been kept uppermost in the minds of supervising officers, and any irregularities coming to their attention have been given immediate attention and correction."

We have been and are now following this same practice in the placing of men in switching service in Memphis Terminal and in distribution of the work. No specific cases of departure from this practice have been brought to our attention and it is our information there are none.

We understand this complaint now before the Board is against the rule itself and not as to violation of the rule.

For the reasons heretofore mentioned we ask that the complaint be dismissed.

Now a few remarks, Mr. Examiner, in addition to this brief. As stated therein, as far as our knowledge goes, we have no complaint as to the handling of

the seniority rule, and the complaint which is mentioned by Eiland, here, is new, they are all new, so far as we are concerned. They have not been handled to my knowledge with the Terminal officials or with the general superintendent or the general manager, or myself, either by them as individuals, or by the representative of the Brotherhood of Railway Trainmen.

Exam. Berry: You have heard the statement made by Mr. Clift, the operating vice-president of the railroad, as to the alleged regularities that are taking place, not having been called to the attention of himself or the officers working under him.

Mr. Eiland: If you will notice my original submission I think you will see a copy of a letter received from Mr. Clift in regard to this same case.

Exam. Berry: Mr. Clift's reply is here, but what communication did you address to Mr. Clift or to Mr. Baldwin, or to any other officers? Have you a letter, have you a copy of such a letter?

Mr. Eiland: I am not able to find that. There should be a copy of the original protest that we made to the general manager's office, Mr. Pelley, but I fail

to find a copy of it here in my file. If necessary, I can file it with the Board in a few days.

Mr. Clift: Our file shows that under date of August 24, 1923, the general manager received the following letter:

"We are enclosing the attached instrument of contention of the colored switchmen of the Memphis Terminal which has been in practice since 1920, and has been the cause of much dissatisfaction amongst the colored switchmen here. We and an authorized committee appointed by the colored switchmen of the Memphis Terminal solicit an audience with you in an attempt to adjust these conditions, also certain divisions of the United States Railroad Labor Board, also wages and rules of the Illinois Central and the Yazoo & Mississippi Valley are being violated in the Memphis Terminal. We wish you to bear in mind we are not seeking promotion; we are only seeking that which is due us as yard brakemen.

"Hoping you will grant us an audience at your earliest convenience, and thanking you in advance for your consideration in the matter, we remain, "Andrew

Flowers, Chairman, Andrew Ferguson and J. W. Jones."

Now the communication attached to that reads as follows:

"Memphis, Tennessee, August 24, 1923.

"To J. J. Pelley, General Manager Illinois Central Railroad, Chicago.

"We, the colored switchmen in the Memphis Terminal, members of the Association of Colored Railway Trainmen, Local 1, feel that the present rules and working conditions are unfair, unjust and discriminatory to colored employes.

"Under the present practice the colored switchmen are barred as helpers from exercising their seniority rights on rear end of switching crews, while the white men as helpers are privileged and do exercise their seniority rights on all positions on every switching crew. In other words, the switching crews in the Memphis Terminal are being handled the same as road crews, that is, restricting the rear end positions to white men only.

"We further hold that the word flagman was not intended and could not apply to yard crews. The way

white and colored switch helpers are used reveals the fact that the Illinois Central and the Yazoo & Mississippi Valley Railroad is the only railroad where these discriminatory measures are in effect. There are some points upon the Yazoo & Mississippi Valley where this discrimination does not exist, namely, Greenwood, Parkside, Cleveland, Mississippi, and Baton Rouge, Louisiana. In these yards colored switchmen are allowed to do work behind.

"We hold that any rule that does not work both ways is discriminatory upon its face. Therefore we respectfully request through our authorized representatives that the present rule, of which complaint is made, be abrogated, and the rules contained in the regular schedule of wages and rules be established.

"Respectfully, Colored Railway Switchmen, Memphis Terminal."

We have a reply to that, if you want it.

Exam. Berry: No.

Mr. Clift: I will just say in a general way that reply was made to this request under date of October 1, 1923, by the general manager, his position I think rightfully being that we had entered into a contract

with the Brotherhood of Railroad Trainmen, and could not enter into another with a portion of the same class, covered by that schedule on the property, whether they were white or black. We had, as I stated before, no specific complaint, as read here this morning. We take this as a request, in other words, to change a rule in the schedule which we could not do without a violation of our contrct.

Here I think it would be proper to explain to them that under the practice of the rules as read this morning by Mr. Eiland, these men have not been used as switch liners and field men. It is true that I think probably his statement may be correct that prior to that, prior to government control, probably some of them were used along the field jobs, or in field jobs, rear end jobs, and there may have been some of them used in lining switches. What they mean by a switch liner is that a certain number of men are located along the ladder of the Hump -- you may be familiar with the make-up of the train, but these men are not engine foremen, and they must have a very good

knowledge, of course, of what they are doing, so as to avoid making mistakes creating the hazard of accidents. We have to recognize the practice under these rules, and we have tried to do that, and we are willing to correct any improper practices under the rules any time these men will make their complaint, and first we want to handle the matter so that there will be no complaint, but everybody will have the work they are entitled to. When that is violated, we are thankful for anyone to call our attention to it, and I am sure that our officers will get right at it and correct it.

The matter does not appear to me, from my general knowledge, to be very erroneously handled. Out of a total of 50 crews at the particular point complained of, Memphis, there are employed 50 white foremen, 119 white switchmen, 116 colored switchmen, making a total of 285. Of this number, of the first 304 names on the Memphis Terminal seniority list, 19 positions are yardmasters, the remaining 285 being divided, white, 170 and colored 115. In other words, this shows that the colored men are really filling one more regular position than they are entitled to under the seniority rule.

Mr. Eiland: May I ask what date that record is compiled?

Mr. Clift: Up till last week, right up to date, June 7th.

Now I may further add that as compared with April, 1921, there were employed white, 188, colored, 125. June, 1924, White, 220 and colored, 131.

Exam. Berry: Have you anything further, Mr. Eiland?

Mr. Eiland: I would like to state that the question is not upon the number of men that are being employed, that are employed, but upon the treatment being accorded to the men in the service, and we are not asking for a modification of the rule, but we claim that the rule as incorporated into the contract is being violated. That is all we ask, that the provisions of the contract be complied with, so far as the working conditions are concerned.

In our original submission filed with the Labor Board, we did ask that the Board request the carrier to have the assistant yardmaster present at this hearing, the man that marks this board.

Exam. Berry: Mr. Bannon is here, the representative of the Brotherhood of Railroad Trainmen, which organization holds a contract with the Illinois Central and the Yazoo & Mississippi Valley Railroad, and if you have anything to say, Mr. Bannon, we will be glad to have you say it at this time.

Mr. Bannon: Our record would show that for a number of years we have held the schedule governing conditions of employment of all yardmen with the management of the Yazoo & Mississippi Valley Railroad, and we have always been able to settle disputes of any kind in a satisfactory manner when such disputes are brought to our attention, strictly in accordance with the terms of the contract by either the employes concerned or through any of the local officers or general officers of the railway, and on account of this complaint that is here, we are, we believe, not only morally bound, but we are obliged under the terms of the contract to ask that this case be dismissed on the ground that the complainant has failed to execute his duties as an employe under the terms of the contract, and by taking it up with the proper representatives as provided

for under the literal reading of Article 24 of the contract, which has been in effect for a number of years and revised on various occasions, last revised and now in effect April 1, 1924, and on account of that --

Exam. Berry: Will you incorporate Article 24? have you it handy so that you can read it into the record?

Mr. Bannon: The Brotherhood of Railroad Trainmen submit for the consideration of this Board that their organization maintains the schedule governing yard service on the Yazoo & Mississippi Valley Railroad, and that such schedule states how grievances must be handled. We affirm that this particular claim has not been presented to the management of the Yazoo & Mississippi Valley Railroad Company in the manner set forth in the above mentioned schedule, and that it is not now properly before this Honorable Board. For your ready information we quote below Article 24 of the schedule:

"Article 24. Grievances. Any controversy arising as to the application of the rules herein agreed upon to the schedule between officers and

yardmen and switchtenders shall be taken up by the Local Committee and the Local officials. In the event of failure on their part to agree on a satisfactory basis of settlement, the committee representing the yardmen or switchtenders may take an appeal to the General Committee of the B. of R. T., who shall appeal to the general manager of the company."

Article 24 makes it mandatory on the part of our organization to handle any legitimate grievances that may be presented to our organization or the representatives of it for the men employed at the Memphis Terminal of the Yazoo & Mississippi Valley Railroad, and we are only too glad to do so, because if we fail to do so the carrier can destroy this instrument, which was negotiated in good faith by both parties for the maintenance of the peaceful relation that should at all times exist between the carrier and its employes, and if the contract should become so one sided at any time that the management could reach out and get some employe not affiliated with our organization to agree upon certain conditions of employment contrary to its terms, and as has been stated, practice makes the

agreement, then you can readily see that the fidelity of this contract would sooner or later be destroyed by reason of such practice, and we must of necessity and in accordance with good business principles, and for the benefit of all concerned, insist that all employes involved under the terms of this contract should abide by it and use every honorable means at their end and in accordance with the terms of the contract to adjust satisfactorily the grievance before they proceed to try it out in any other court.

The statement which I have just read was prepared and submitted to me by our general chairman, Mr. McNulty, who is here, and speaking in defense of the integrity of this contract, we hope that you will take serious recognition of our honest appeal, and dismiss this complaint on the ground that the complainant has absolutely failed to properly comply with the terms of the contract.

Mr. Eiland: Mr. Examiner, since we colored men are prohibited from joining the Brotherhood of Railroad Trainmen on account of color, we do not see how they can legally adjust our grievances. Principle 15 of

Decision 119 states that the majority of the employes in a craft or class shall represent such craft or class, and such representatives shall have the right to represent such craft or class, but this, however, shall not infringe upon the rights of employes to handle their grievances through their chosen representatives, and that is what the colored switchmen are doing, handling their grievance through their chosen representatives, and we feel that that clause gives us the right to handle our grievances through that chosen representative.

Mr. Bannon: The point the spokesman for the complainant makes is not involved, as we view it, in this case. The contract in no way restricts the rights of the employes, no matter what color they may be. The rights under the terms of the contract apply with equal force to all concerned, regardless of color, and the question as to who may be eligible to membership in any organization is not involved under the contract, and we simply ask on behalfof all the employes concerned that before the Board can assume jurisdiction, it should first ascertain as to whether the contract has

beenfulfilled, whether or not all concerned have made every honorable effort, as required under the contract and other federal orders, if you please, and I am sure that you will find that the record will prove conclusively that the complainant has not done his full duty, either to his employer or with the organization that holds the contract for the entire system, in order to ascertain as to whether or not under that instrument he can get redress, can get relief, and as stated, this organization stands ready to proceed, whether the complainant be a member of our organization or not, to get for him that which he is justly entitled to in accordance with the terms and practices under the contract.

Exam. Berry: Color line not drawn?

Mr. Bannon: No,sir.

Mr. Clift: I have nothing further, Mr. Examiner, except that it is the intention of the railroad to comply fully with the seniority rules and practices, and to see that they are carried out impartially, and we always have been and intend to be particular to see that that is done regardless of color or membership in

any organization. We have, as has been already admitted, a contract with the Brotherhood of Railroad Trainmen, and also have the assurance of the officers of that organization that they expeqt to carry it out in the manner I have described. Therefore we would be glad to go into any specific complaint and correct it if it is brought to our attention.

Exam. Berry: Have you anything further, Mr. Eiland?

Mr. Clift: I would just like to add, with your permission, that we have looked upon this as asking for a modification of our present contract, which we of course cannot make at this time.

Mr. Eiland: I would like to state, Mr. Examiner, that it is our position that the seniority rule governing the Memphis Terminal is being violated. We are not asking for a modification of the contract, but for its enforcement.

Exam. Berry: Mr. Clift, the record is not quite clear as to the practices that have grown up under the rules in effect, and I would ask that within a week or ten days that you submit to the Board 14 copies of the practices that are being invoked under the rule on the

Memphis Terminal, or any other part of your railroad, in connection with this situation, and send a copy to Mr. Eiland, and that will clear the record, and if you can hold a conference and they want to withdraw the case -- what I want is just the general practice within the terminal, just what has grown up under the rule.

Mr. Clift: How far back?

Exam. Berry: Oh, three years, at least; go back five years, 1917, that is a fair comparison.

If there is nothing further the hearing in Docket No. 4092 is closed.

(Whereupon, at 12:30 o'clock p. m., on Wednesday, June 18, 1924, the hearing in the above entitled matter was closed.)

GEORGIA RAILROAD vs BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN
(Firemen and Enginemen)

Company application, May 22, 1909.
Mediation and arbitration agreement, May 29, 1909.
Award rendered June 26, 1909.

Correspondence, etc., leading up to

Agreement to Arbitrate.

Form No. 2138.

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

24,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

RECEIVED MAY 22 1909

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, President and General Manager.

RECEIVED at

46 A GS 63 D.H. 5 ex.

Augusta, Ga., May 21st, 1909.

Hon. Commissioner of Labor,

Washington, D. .

To the Honorable Chairman of the Interstate Commerce Commision and the Honorable Commissioner of Labor, Washington, D.C. A controversy concerning conditions of employment has arisen between Georgia railroad, a acarrier subject to the act of congress, approved June 1, 1898, known as "The Arbitration Act" and the firemen employed by said carrier. This controversy has resulted in serious interruptions which threaten to continue, of the business of the said carrier by violence of strikers or their sympathizers at several station on the line of said carrier, consisting of assault and battery and other personal maltreatment of said carrier's employees, the interruption of its trains and other acts of violence. Under these circumstances I respectfully request prompt action on your part under section two of said act. The person representing the striking firemen is E. A. Ball, 2nd vice-president of Brotherhood of Locomotive firemen and enginemen, whose present address is Kimball House, Atlanta, Georgia.

Thos. K. Scott, General Manager of Georgia Railroad.

647p

(Duplicate of this telegram sent Chairman Knapp)

MONEY TRANSFERRED BY TELEGRAPH. CABLE OFFICE.

Interstate Commerce Commission Telegraph Blank

FOR GOVERNMENT BUSINESS ONLY

Washington, D. C. May 22, 1909.

Mr. E. A. Ball,
Vice-President B. of L.F. & E.,
Kimball House,
Atlanta, Ga.

General Manager Scott of Georgia Railroad has applied to undersigned in accordance with the Erdman Law to exercise our friendly offices on account of controversy with Firemen which it is alleged is interrupting the business of the railroad. You are requested to wire us at once the nature of the controversy and precise question at issue and to advise whether we can do anything to bring about an amicable adjustment.

Chairman, Interstate Commerce Commission.

Commissioner of Labor.

12—80 Charge Government Rates; payable at office of Commission at Washington

Form No. 260.

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

23,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

ROBERT C. CLOWRY, President and General Manager.

Receiver's No.	Time Filed	Check

SEND the following message subject to the terms on back hereof, which are hereby agreed to.

(Copy)

Atlanta, Ga. May 22, 1909.

Mr. Martin A. Knapp,
Chairman, Interstate Commerce Commission,
Or Mr. Charles P. Neill, Commissioner of Labor,
Washington, D. C.

Business on Georgia Railroad interrupted by reason of the fact that the public heartily disapprove of the course pursued by the Georgia Railroad, you know best whether you can be of any assistance. The cause of the Firemen is a just one & we have no hesitancy in stating our case to your honorable body, provided you will come to Atlanta. The issue is a local one & cannot be understood unless you are here.

E. A. Ball,
Second Vice-President B.L.F. & E.

☞ READ THE NOTICE AND AGREEMENT ON BACK. ☜

Interstate Commerce Commission Telegraph Blank

FOR GOVERNMENT BUSINESS ONLY

Washington, D. C. May 22, 1909.

Mr. Thomas K. Scott,
General Manager, Georgia Railroad,
Augusta, Ga.

Your telegram twenty-first received this morning. Have wired Vice-President Ball at Atlanta and are awaiting his reply. Meantime please advise us fully of the nature of the controversy and the precise question at issue.

Chairman Interstate Commerce Commission.

Arbitration
appropriation.

Commissioner of Labor.

12—30 Charge Government Rates; payable at office of Commission at Washington

JUN -9 '09 276387

Strike

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

24,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, President and General Manager.

Wyatt Building, Cor. 14th and F Streets, Washington, D. C.

TELEPHONES: 10 4400, 10 2100 AND 10 1707.

MAY 2 0 1909

Georgia R.R.

Georgia 15,

RECEIVED at

23 a Lr e 376 D. H. 2 exa

486

Augusta, Ga., May 22, '09.

419

Martin A. Knapp, Chmn Interstate Commerce Com., Wash'n., D. C.

Telegram recived. Vice prseident Ball came to Augusta some weeks ago. About the same time the white firemen on the Georgia railroad formulated and submitted to the officials of the Georgia railroad an agreement to take the place of the existing agreement and called on me to discuss it with them. In the conference which followed with vice president Ball and the committee of our firemen, I pointed out that the following clauses of their proposed agreement presented insurmountable difficulties, to Wit:- "All firemen who are hired will be placed in freight or yard service, and the oldest white fireman will stand first for passenger engines or runs. Passenger, through, local freight and yard engines, will not be block by non-promotable men" The first stipulation takes away all rights of seniority in runs as fireman

JUN -9 '09 276387

Form No. 2138.

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

24,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, President and General Manager.

RECEIVED at part 2 a fr e 376 D. H. to Knapp Wash'n., DC

from the negro firemen who have been in our service for years; the second stipulation goes even further and fairly interpreted, means that no negro could be employed as fireman because under the rule of the Georgia railroad, he is not promotable to the position of engineer. I declined to execute a new agreement, principally because of these stipulations. There is no question of payinvolved vice president Ball and the committee of firemen having stated that that was not an issue.

The proposed new agreement contains some minor stipulations which I objected to but if they are issues at all, in this controversy, they are completely overshadowed by the two stipulations quoted herein. On Saturday afternoon, May the 8th., I definitely declined to execute the new agreement containing said stipulations On Saturday May 15th., the grievance committee of firemen notified me by special delivery letter from Atlanta, which reached me at my residence here at

MONEY TRANSFERRED BY TELEGRAPH. **CABLE OFFICE.**

Form No. 2138.

JUN -9 '09 276387

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

24,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, President and General Manager.

RECEIVED at part 3 a fr e 376 D. H. to , Knapp Was'h., D. C.

at eleven ten P:M eastern time May 15th., that the white firemen would leave our service at nine o'clock p:m May seventeenth. This they did, since which time their sympathizers at various stations have congregated in large numbers, and forcibly assaulted and removed negro firemen from our trains who have been in service for a number of years and also white firemen who have been employed since May seventeenth to take the place of white firemen who left our service on that date.

Thos. K. Scott,

General Manager.

4:05p:m.

MONEY TRANSFERRED BY TELEGRAPH.

CABLE OFFICE.

Interstate Commerce Commission Telegraph Blank

FOR GOVERNMENT BUSINESS ONLY

Washington, D. C. May 24, 1909.

Mr. E. A. Ball,
Vice-President, B. of L.F. & E.,
Kimball House,
Atlanta, Ga.

Commissioner Neill leaves for Atlanta to-night to endeavor to secure an amicable adjustment of your controversy with the Georgia Railroad in accordance with the provisions of the Erdman Act.

Chairman, Interstate Commerce Commission.

~~Commissioner of Labor~~.

Arbitration
appropriation.

12—80 Charge Government Rates; payable at office of Commission at Washington

Form 168

JUN -9 '09 276422

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

24,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.
This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.
ROBERT C. CLOWRY, President and General Manager.

RECEIVED at Wyatt Building, Cor. 14th and F Streets, Washington, D. C.

TELEPHONES: M 4106, M 2114 AND M 1707.

31-an kn 34 pd

Half Rate,

BX Atlanta,Ga. May 24-9

Martin A. Knapp

Chairman Interstate Commerce Commission,

Washington,D.C.

Message received governor Smith of Georgia has requested that both parties to the controversy appoint three persons each from the state to form a board of adjustment with a view of settling this controversy

E. Ball. 1255p

ALWAYS OPEN. MONEY TRANSFERRED BY TELEGRAPH. CABLE OFFICE.

Interstate Commerce Commission Telegraph Blank

FOR GOVERNMENT BUSINESS ONLY

Washington, D. C. May 24, 1909.

Mr. Thomas K. Scott,
General Manager, Georgia Railroad,
Augusta, Ga.

Commissioner Neill will leave for South to-night. Can you meet him for conference in Atlanta at seven-thirty at Piedmont Hotel tomorrow night.

Chairman, Interstate Commerce Commission.

~~Commissioner of Labor.~~

Arbitration
appropriation.

12—80 Charge Government Rates; payable at office of Commission at Washington

Form 1.

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

24,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWER, President and General Manager.

NUMBER	SENT BY	REC'D BY	CHECK
276421			

RECEIVED at Wyatt Building, Cor. 14th and F Streets, Washington, D.C.

TELEPHONES: M 4106, M 2114 AND M 1707.

Dated Augusta Ga May 24 1909

To Hon Martin A Knapp
Chairman I.C.C.
Wash D.C.

Telegram of today rec'd, will be pleased to meet commr
will seven thirty pm Piedmont
Hotel atlanta May twenty fifth

Thos. Kilscott

ALWAYS OPEN. MONEY TRANSFERRED BY TELEGRAPH. CABLE OFFICE.

TELEGRAM

Via Western Union

Atlanta, Ga., May 26, 1909.

Bureau of Labor,

Washington, D. C.

Situation delicate and full of serious menace. Matter has developed into bitter race issue. Extreme caution needed. Any decisive Federal action at this moment likely to frustrate chance of amicable settlement and to precipitate race riot. Send copy to Knapp and to Secretary also.

Charles P. Neill.

838am, May 27, 1909.

BUREAU OF LABOR
RECEIVED
MAY 27 1909
DEPARTMENT OF
COMMERCE & LABOR

Department of Commerce and Labor

TELEGRAM

VIA WESTERN UNION

4NU AG 6 52 Paid Govt

Atlanta, Ga., May 26, 1909.

Bureau of Labor,

Washington, D. C.,

Situation delicate and full of serious menace
Skeptic deliquescence and fumigate offering serve meningitis.
Matter has developed intimation bitter race issue Extreme
Matter has developed intoxication bitter racket iterate. ~~Mediation~~
caution x respecting decline Federal action at this moment
severance needed any declarative feeling sentence at this moment
likely to frustrate chance of amicable settlement and
likely to frustrate chantickleer offering amicable cover and
to prevent race rift
tocsin proclamation racket risen. Send copy to Knapp and to Secretary
also.

Charles P. Neill.

Sent, May 27, 1909.

COPY.

27

DEPARTMENT OF COMMERCE AND LABOR

TELEGRAM

Via Western Union

3PO HO C 55 Paid Govt

Atlanta, Ga., May 28, 1909.

Bureau of Labor,

Washington, D. C.

Translate code words and send to Secretary. Situation here has been complicated from outset by politicians. I regard it very important just now that no statement whatever be given out at Washington as to intention or relation of Federal Government towards situation until all efforts here are exhausted.

Charles P. Neill.

825am, May 29, 1909

MAY 29 1909
DEPARTMENT OF
COMMERCE & LABOR

Department of Commerce and Labor

TELEGRAM

VIA POSTAL

3PO HO C 55 Paid Govt

Atlanta, Ga., May 28, 1909.

Bureau of Labor,

Washington, D. C.,

Translate code words and send to Secretary situation here
has been complicated from outset politicians
Greenish defiantly garland outset by motherlys. I regard it very
no statement given out
important just now that malicious prettily whatever be gilding meridian
Washington intention in relation
at rudelytanpas to inducing or owned of federal government towards
all efforts are
situation until calculate exhaust here century exhausted.

Charles P. Neill

825am, May 29, 1909.

Form 168

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

24,000 OFFICE IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, President and General Manager.

RECEIVED at Constitution Bldg., 28 W. Ala. St., Atlanta.

TELEPHONES: 3072, 3073 AND 3074 BELL.

126 W SN 4½ Paid. Gov't

DC-Washington DC May 27-09

984

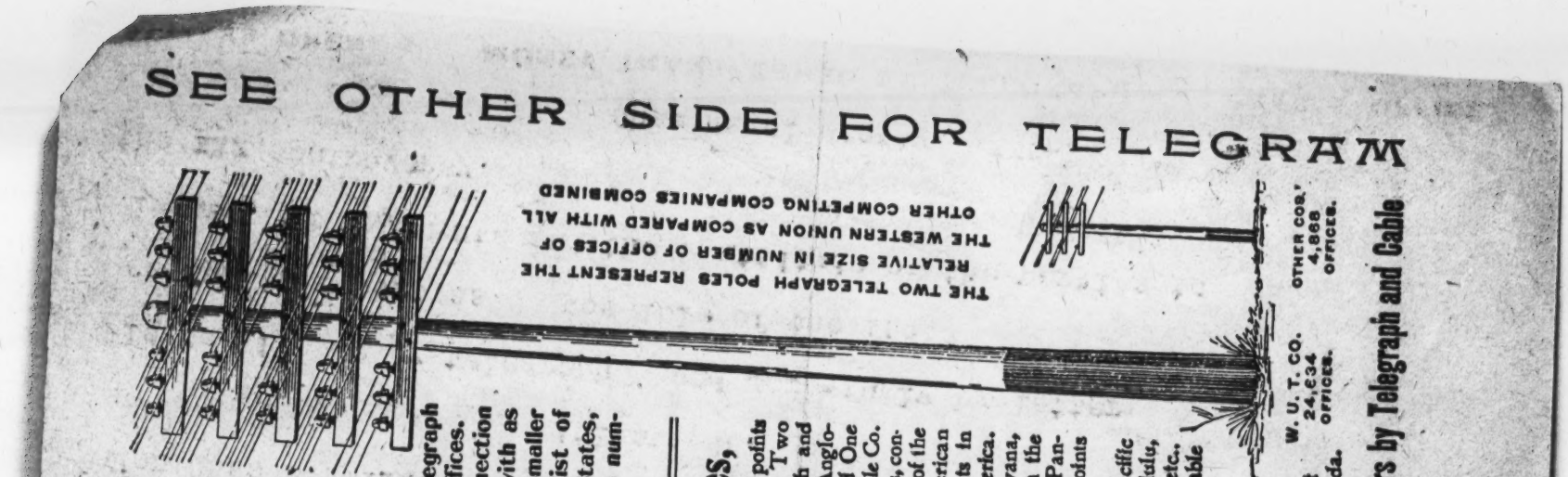
Hon Chas P.Neill, Piedmont Hotel,

Atlanta Ga.

Please give me by telegraph and more fully by letter as full A report as possible of the facts issues, and arguments and the attitude of the parties to the ~~the~~ controversy.

Chas Nagel Sectty 355-P

ALWAYS OPEN. MONEY TRANSFERRED BY TELEGRAPH. CABLE OFFICE.



DEPARTMENT OF COMMERCE AND LABOR

TELEGRAM

Via Western Union

1Wu AG C 81 Paid Govt

Atlanta, Ga., May 28, 1909.

Bureau of Labor,

Washington, D. C.

Tell Secretary Nagel and Judge Knapp that articles in New York Evening Post from special correspondent here are correct reflection of situation here.

Chas. P. Neill.

825am.

BUREAU OF LABOR
RECEIVED
MAY 28 1909
DEPARTMENT OF
COMMERCE & LABOR

02

Department of Commerce and Labor

TELEGRAM

VIA WESTERN UNION

27

14WU E.E. 45 paid GR

Atlanta Ga. May 28, 1909.

Chief Clerk,

Bureau of Labor,

Washington, D.C.

Remain at Bureau with my secretary until you receive code message to be translated and sent to Secretary . Keep in touch with him so that he can be reached if message is late in arriving

Chas. P. Neill.

4pm.

Form 168

THE WESTERN UNION TELEGRAPH COMPAN

INCORPORATED

24,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following mes
Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for mistakes or de
in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days
the message is filed with the Company for transmission.
This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.
ROBERT C. CLOWRY, President and General Manager.

RECEIVED at Constitution Bldg., 28 W. Ala. St., Atlanta.

TELEPHONES: 3072, 3073 AND 3074 BELL.

362

69-W N. 25 paid. Govt.

Washington DC May. 28-09.

Charles P.Neill. Piedmont Hotel.

Atlanta Ga.

Chairman Knapp starts today, we have decided that you ought to remain and continue your efforts.

Charles. Nagel. 1205pm

ALWAYS OPEN. MONEY TRANSFERRED BY TELEGRAPH. CABLE OFFICE.

Form 168

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

24,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, President and General Manager.

RECEIVED at Constitution Bldg., 28 W. Ala. St., Atlanta.

TELEPHONES: 3072, 3073 AND 3074 BELL.

33 W co 30 Paid G R

DC-Washington, D C May 24 09

Chas P Neill,

Piedmont Hotel Atlanta, Ga.

—oOo—

Tlegram received and copy sent to Science house.
Nakedly and pilotage condoning left town last night Knapp will join you this morning.

Hanger.

10A

ALWAYS OPEN. MONEY TRANSFERRED BY TELEGRAPH. CABLE OFFICE.

Form 1.

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

24,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, President and General Manager.

NUMBER	SENT BY	REC'D BY	CHECK
96 An	Co	37 Collect	GR

RECEIVED at Wyatt Building, Cor. 14th and F Streets, Washington, D. C. May 29 190

TELEPHONES: M 4100, M 2110 AND M 1707.

Dated Pd Atlanta Ga 29

To Bureau of Labor

Washington DC

Have been using borrowed copy of railroad code and have just returned it. If any further code messages need to be sent use our own code as before

Chas P Neill

ALWAYS OPEN. MONEY TRANSFERRED BY TELEGRAPH. CABLE OFFICE.

BUREAU OF LABOR RECEIVED JUN. 1 1909 DEPARTMENT OF COMMERCE & LABOR

Form 168

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

24,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, President and General Manager.

RECEIVED at Wyatt Building, Cor. 14th and F Streets, Washington, D. C.

TELEPHONES: M 4106, M 2114 AND M 1707.

87AN CO HQ 31 Collect Govt 425PM

PD, Atlanta, Ga, May 29 1909.

Bureau of Labor,

Washington, DC.

Amicable adjustment effected and strike called off, will remain here some days to arrange details notify secretary.

Chas P Neill,

Department of Commerce

And Labor.

ALWAYS OPEN. MONEY TRANSFERRED BY TELEGRAPH. CABLE OFFICE.

BUREAU OF LABOR RECEIVED JUN 1 1909 DEPARTMENT OF COMMERCE & LABOR

Form 168

JUN 10 '09 276582

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

24,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.
This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.
ROBERT C. CLOWRY, President and General Manager.

RECEIVED at Wyatt Building, Cor. 14th and F Streets, Washington, D. C.
TELEPHONES: M 4106, M 2114 AND M 1707.

86AN CO HQ 423PM 39 Collect Govt

PD, Atlanta, Ga, May 29 09

Edw A Moseley,

Secretary,

I C C,

Washington, D.C.

General basis of settlement agreed upon & strike declared off. Will take perhaps two or three days to complete details. Phone this to my apartment.

Martin A Knapp, Chairman.

ALWAYS OPEN. MONEY TRANSFERRED BY TELEGRAPH. CABLE OFFICE.

#20
Award

IN THE MATTER OF

ARBITRATION BETWEEN THE GEORGIA RAILROAD AND ITS TERMINALS, ON THE ONE HAND, AND CERTAIN OF ITS EMPLOYEES, ON THE OTHER.

The above stated matter was submitted to arbitration under the Act of Congress approved June 1st, 1898, commonly known as the Erdman Act.

In said case, the Georgia Railroad selected as its arbitrator, Hilary A. Herbert, of Washington, D. C., and the employees selected as their arbitrator Thomas W. Hardwick, of Sandersville, Georgia; said arbitrators having failed to agree upon a third arbitrator within the period of five days, David C. Barrow, of Athens, Ga. was appointed as the third arbitrator by the Chairman of the Interstate Commerce Commission and the Commissioner of Labor, under the provisions of the Act of Congress above referred to.

The Board thus constituted met and organized by consent of parties, at Atlanta, Ga. on Monday, June 21st, 1909.

The case above referred to was submitted to arbitration under the Act of Congress above cited, and under the following agreement, to-wit:-

"STATE OF GEORGIA.
COUNTY OF FULTON
AND
COUNTY OF RICHMOND.

"THESE ARTICLES OF AGREEMENT, entered into this 29th. day of May, 1909, by and between Mr. Thomas K. Scott, representing the Georgia Railroad, and also its terminals at Atlanta, hereinafter designated and referred to as the "EMPLOYER", and by the Brotherhood of Locomotive Fireman and Enginemen, representing the employees, hereinafter referred to as "EMPLOYEES," WITNESSETH:

"FIRST.

"The parties hereto, acting in pursuance of an Act of Congress of the United States of America known as Public Act. No.

approved June 1st, 1898, entitled 'AN ACT CONCERNING CARRIERS ENGAGED IN INTERSTATE COMMERCE AND THEIR EMPLOYEES,' (constituting Chapter 370, 90 stat. L. 424 et.Esq.), to hereby submit to arbitration under the terms of said Act, the questions hereinafter set out and specified; it being understood and agreed that both parties hereto invoke all of the provisions of the said Act and submit themselves unreservedly to the terms of the said Act for the purpose of procuring a final determination of the questions hereinafter specified and set out, as fully and completely as if all of the terms and provisions of the said Act were written into and made a part of this agreement.

"SECOND.

"The matters submitted to arbitration are the following regulations which the employees have requested of the Georgia Railroad Company and its terminals at Atlanta:

"A. That the Georgia Railroad Company and its terminals at Atlanta will not use negroes as locomotive firemen, on the road or in the yards, nor as hostlers nor assistant hostlers.

"b. That fireman shall have three years' experience before being promoted to the position of engineer, and shall be promoted in their order of seniority, provided they are able to pass all reasonable examinations. If they refuse or fail to pass the first examination, they will be reduced to freight service without losing their seniority, and the next senior man in turn will be called on to pass. Failing on second examination, they will be reduced to bottom of extra list or disposed of as the Company desires. White firemen now in the service who are physically incapacitated for service will not be subject to this rule. When firemen are promoted to the position of engineer they shall be given certificate of promotion signed by the examiner.

"c. That all firemen, when hired, shall be placed in freight, yard or hostling service, and the senior white firemen shall have preference of engines and runs.

"d. That all hostlers shall receive their present rate of pay; assistant hostlers shall be considered as yard firemen, and paid yard firemen's rates; extra firemen, when used as hostlers, shall receive the rate paid to hostlers.

"e. That passenger, through, local freight and yard engines will not be blocked by non-promotable men.

"f. That firemen will not be required to throw switches, flag street crossings or trains, except in case of emergency.

"In the event the board of arbitration in its award shall not grant the first proposition, concerning the employment of negroes as locomotive firemen, it may award whether or not there shall be affixed percentage beyond which the party of the first part shall not employ negroes as firemen, either on the road or in its yards, including its terminals at Atlanta; and whatever award the Board of Arbitration may make as to the employment or non-employment of negro firemen, or as to restrictions in the percentage of negroes to be employed, shall also apply to hostlers' helpers.

"And in the event that said Board of Arbitration shall award that negro firemen may be employed on the Georgia Railroad or in its terminals at Atlanta, said award will not be used by the employer to displace or reduce in pay any one of the ten white individuals who were displaced and have been restored, in accordance with the terms of this agreement; but that these particular individuals shall be allowed to hold their positions as hostlers'helpers until they are promoted or for any reason leave their present positions.

"The said Board of Arbitration may award all, or none, or any part, or any modification, of any of the above lettered six propositions submitted for its arbitration.

"THIRD.

"In consideration of the foregoing, the employer will at once restore to their former positions and standing on the roster, without predujice of any character, all employees of the Georgia Railroad Company of its terminals at Atlanta who went on strike May 17th. 1909, or who were dismissed from service previous to or since that time on account of causes connected with the strike or leading up thereto; this provision including the restoration of their former positions and pay the ten white hostlers' helpers in the terminals at Atlanta who were displaced from their positions by negroes.

"FOURTH.

"The employer hereby appoints Hon. Hilary A. Herbert to act as a member of the Board of Arbitration under this agreement, and under the aforementioned Act of Congress; and the employees hereby appoint Hon. Thomas W. Hardwick to act as a member of the Board of Arbitration under this agreement, and under the aforementioned Act of Congress. The two arbitrators so appointed shall meet at the office of the Interstate Commerce Commission at Washington on June 14th. 1909, and shall, if possible, agree on a third commissioner of arbitration; and in their event of their failure to name such third commissioner of arbitration within five days after June 14th. 1909, the third arbitrator shall be named by the Chairman of the Interstate Commerce Commission and the Commissioner of Labor of the United States, acting jointly. The Board of Arbitration, when constituted as herein provided, shall meet in Washington, D. C. for preliminary organization within ten days after the date of the appointment of the third arbitrator as herein provided, and shall hold hearings openly for taking testimony and hearing arguments. All hearings at which witnesses are summoned to give testimony, and at which arguments are made, shall be held in the City of Augusta, or the City of Atlanta, Ga., or in both. Both parties hereto shall be entitled to five days' notice in writing of any hearing or hearings had by the said Board. The said Board may adjourn from time to time as it may seem proper, providing not more than five days be consumed by each in submitting evidence and hearing arguments. A majority of the said Board shall be competent to make a valid and binding award. The decision of the said Board shall be in writing, and shall be filed with the Clerk of the Circuit Court of the United States for the Northern District of Georgia, within thirty days from the date of the appointment of the third arbitrator.

"FIFTH.

"Pending the said arbitration, the status existing immediately prior to the dispute shall not be changed, provided that no employees shall be compelled to render personal service without his consent.

"SIXTH.

"All documentary testimony introduced before the said Board

shall be carefully preserved and filed. Original documents may be withdrawn by consent and copies thereof filed in lieu thereof. All oral testimony introduced before the said Board shall be reported in question and answer form by a competent stenographer, whose notes, when transcribed in the form of a report, together with the award and all papers relating to the hearing, certified under the hands of the arbitrators, and which shall have the force and effect of a bill of exceptions, shall be filed in the office of the Clerk of the United States Circuit Court for the Northern District of Georgia, at Atlanta.

"The award of the arbitrators, or a majority thereof, when so filed with the Clerk of the said Court shall be final and conclusive upon both parties hereto, unless set aside for errors of law apparant on the record.

"SEVENTH.

"The respective parties to the said award, when made, will each faithfully execute same; and the same award may be specifically enforced in equity so far as the powers of a court of equity will permit, provided that no injunction or other legal process shall be issued which shall compel the performance by any laborer against his will of a contract for personal labor or service.

"EIGHTH.

"Employees dissatisfied with the said award shall not, by reason of such dissatisfaction, quit the service of the said employer before the expiration of three months from and after the making of such award without giving thirty days' notice in writing of their intention to quit; nor shall the said employer dissatisfied with such award dismiss any employee or employees on account of such dissatisfaction before the expiration of three months from and after the making of such award without giving thirty days' notice of intention so to discharge.

"NINTH.

"During the pendency of arbitration herein provided for, the employer shall not discharge any employee or employees parties hereto except for inefficiency, violation of law or neglect of duty, nor shall the employees order, unite in, aid or abet any strike against the employer, nor during a period of three months after said award shall the

said employer discharge any such employees for the causes aforesaid without giving thirty days' written notice of an intent to so discharge; nor shall any of said employees parties hereto during a like period quit the service of said employer without just cause without giving to said employer thirty days' written notice of an intent so to do; nor shall said employees order, counsel, or advise otherwise; provided that nothing herein contained shall be construed to prevent the said employer from reducing the number of its employees whenever in its judgment business necessities require such reduction.

"TENTH.

"The said award, when made as aforesaid shall continue in force as between the parties hereto for a period of one year after the same shall go into practical operation, and no new arbitration upon the same subjects between the parties hereto shall be had until the expiration of said one year, unless the said award shall be set aside for errors of law apparant on the record in the manner provided by the aforementioned Act of Congress.

"ELEVENTH.

"This agreement is executed in three parts; one part of which shall be forthwith transmitted to the Chairman of the Interstate Commerce Commission at Washington, D. C., with the request that the same be filed in the office of the said Commission and that notice in writing be served upon the two arbitrators hereinbefore named, officially notifying them of their appointment, and that the time and place for the first meeting has been fixed at the offices of the Interstate Commerce Commission at Washington.

Executed in triplicate, each having the full force and effect of an original, the day and year first above written.

Signed and acknowledged in my presence by Thomas K.Scott.
Edw.J.Mulhern,
Notary Public,
Richmond Co., Ga.(SEAL)

(Signed) Georgia Railroad & its terminals by Thos. K. Scott, Gen'l.Manager.

Brotherhood of Loco.Fir.& Eng., by E. A. Ball,
2nd.Vice President.
G.A.Ball, Local Chairman.
Thos. A. Campbell, Gen.Char.

Signed and acknowledged in my presence by E.A.Ball,G.A.Ball and Thos.A.Campbell.
James E.Fogarty,Notary Public,
Fulton Co., Ga. (SEAL)

The case came on to be heard at the time and place aforesaid, and under the agreement aforesaid, and evidence therein was offered by the parties thereto, which said evidence is identified and filed herewith as a part of the record in this case.

The submission hereinbefore referred to contained the following provision, among others:

"The said Board of Arbitration may award any, or none, or any part, or any modification of the above six lettered propositions submitted for its arbitration."

Bearing in mind the above provision, after fully hearing and considering all of the evidence and argument submitted in said case, the Arbitrators so chosen and selected do hereby make the following award:

(a) The Georgia Railroad, when using negroes as locomotive firemen on the road or in the yards, or as hostlers, or as hostlers' helpers, shall pay them the same wages as white men in similar positions.

Concurring: Mr. H.A.Herbert, Mr. D.C.Barrow.

Insofar as the above finding permits the continued employment of negro firemen by the Georgia Railroad, I dissent therefrom, because I believe from the evidence that such employment is a menace to the safety of the traveling public. Insofar as such finding requires that when negroes are so employed, they shall receive the wages equal to those paid white men, I concur therein, believing that such requirement, by removing the principal incentive for their employment, will result in the speedy elimination of this cheaper labor, and a consequent improvement of the service.

T. W. Hardwick.

(b) Firemen in the line of promotion to the position of engineer, shall have three years' experience before being promoted to the position of engineer, and shall be promoted in the order of their seniority; provided they are able to pass all reasonable requirements and examinations. If they refuse or fail to pass the first examination, they will be reduced to freight service without losing their seniority, and the next senior man in turn will be called on to pass. Failing on the second examination, they will be reduced to bottom of extra list, or disposed of as the Company desires. Firemen now in the service, who are

physically incapacitated for service, will not be subject to this rule. When firemen are promoted to the position of engineer, they shall be given certificate of promotion, signed by the examiner.

Concurring: H.A.Herbert, D.C.Barrow, T.W.Hardwick.

(c) We find against the proposition embraced in Submission (c).

Concurring: D.C.Barrow,H.A.Herbert.

Dissenting: T.W.Hardwick.

(d) That all hostlers shall receive their present rate of pay; assistant hostlers shall be considered as yard firemen, and paid yard firemens' rates; extra firemen, when used as hostlers, shall receive the rate paid to hostlers.

Concurring: H.A.Herbert,D.C.Barrow,T.W.Hardwick.

(e) We find for the proposition embraced in Submission (e), in the following form:

"In assigning vacancies to firemen, seniority alone shall not control, though it may be considered in connection with the efficiency, and with the necessity, where it exists, of giving experience to candidates for promotion to the position of engineer."

Concurring: H.A.Herbert,D.C.Barrow,T.W.Hardwick.

(f) We find against the proposition embraced in Submission (f).

Concurring:H.A. Herbert, D.C.Barrow, T.W.Hardwick.

In testimony whereof, the undersigned have hereunto affixed their hands, as evidence of the fact that they have agreed to the award as above recited, and with the dissents thereto herein noted.

Hilary H. Herbert.

Thomas W. Hardwick.

David C. Barrow.

Atlanta, Georgia, June 26th. 1909.

Filed in Clerk's Office 28 day of June, 1909. 3.P.M.

O. C. Fuller, Clerk,

by J.D.Steward,deputy.

(Endorsed on back) Identified as the original award and ordered filed in the office of the Clerk of the U.S.Circuit Court for the Northern district of Georgia, as provided by the Act of Congress.June 28,1909. Thos. W. Hardwick,Arbitrator, David C.Barrow, Arbitrator.

STATE OF GEORGIA.)
FULTON COUNTY.)
U. S. A.)

The undersigned, having been appointed arbitrators in the pending controversey between the Georgia Railroad and certain of its employees, under the provisions of the Act of Congress approved June 1st, 1898, and the agreement made by the parties to said controversey to arbitrate thereunder, do hereby solemnly swear that they and each of them will well and truly arbitrate the differences so submitted to them in accordance with the provisions of the law and the principles of justice and equity, and a true and just award make, in accordance with the law and evidence.

Thomas W. Hardwick.

Hilary A. Herbert.

David C. Barrow.

Sworn to and subscribed in the presence of each other, this 21st day of June, 1909.

Filed in Clerk's office 28 day of June, 1909, 3.P.M.

O. C. Fuller, Clerk,

by J.D.Steward,deputy.

(Endorsed on back) Identified and ordered filed as a part of the record in the office of the Circuit Court of U.S. for the Northern District of Georgia. June 28, 1909. Thos.W.Hardwick, Arbitrator. David C.Barrow, Arbitrator.

IN THE CIRCUIT COURT OF THE UNITED STATES

FOR THE NORTHERN DISTRICT OF GEORGIA.

IN RE: ARBITRATION BETWEEN THE GEORGIA RAILROAD)
AND ITS TERMINALS AND CERTAIN OF ITS EMPLOYES.)

An arbitration having been had by the Georgia Railroad and its terminal with certain of its employes in accordance with the Act of Congress, approved June 1st, 1898, ch. 370, 30 Stat. L. 424, entitled "An Act Concerning carriers engaged in interstate commerce and their employes," and the said Georgia Railroad and its Terminal having appointed Honorable Hilary A. Herbert its arbitrator, the employes the Honorable Thomas W. Hardwick as their arbitrator and such arbitrators having chosen the Honorable David C. Barrow third Commissioner of Arbitration and such arbitration having been entered upon and held at Atlanta, Georgia in the Northern District of Georgia, and after the hearing the said arbitrators having rendered an award which award, in accordance with the Act of Congress above referred to, together with the papers and proceedings, including the testimony relating thereto, certified under the hand of the arbitrators, was on the 28th day of June, 1909 filed in the office of the Clerk of the Circuit Court of the United States for the Northern District of Georgia;

And whereas, said award, papers and proceedings, including the testimony relating thereto, have been of file in said office for more than ten (10) days;

And whereas, no exceptions whatever have been filed to such award by either party;

IT IS THEREFORE adjudged and ordered that said award shall go into practical operation.

It is further adjudged and ordered that said award and the findings therein contained shall be entered on the Minutes and they are hereby made the judgment of this Court and all of the terms, provisions and conditions thereof are hereby adjudged to be binding upon the parties to said arbitration, according to the terms of said Act of Congress of

June 1st. 1898.

Signed in open Court this 9th day of July, 1909.

Don A. Pardee,

Circuit Judge.

U.S.CIRCUIT COURT, Filed in Clerk's Office July 9, 1909.

O. C. Fuller, Clerk.

United States of America,
Northern District of Georgia. } SS.

I, O. C. Fuller, Clerk of the United States Circuit Court, in and for the Northern District of Georgia, do hereby certify that the foregoing and attached eleven (11) pages of printing and writing is a true, full, correct and complete copy of the original Award of Arbitrators and Decree Affirming Award of Arbitrators ---------- on file and remaining of record in my office in the matter of Arbitration between Georgia Railroad and its Terminal and Certain of its Employees ----------

In testimony whereof, I hereunto set my hand and seal of the said Circuit Court, at Atlanta, Ga., this the 4th. day of August A. D. 1909.

O C Fuller Clerk.

Agreement to Arbitrate

B

It is hereby mutually agreed by and between Mr. Thomas K. Scott, representing the Georgia Railroad, and also its terminals at Atlanta, the party of the first part, and the Brotherhood of Locomotive Firemen and Enginemen, represented by Mr. E. A. Ball, Second Vice-President, Garnett Ball, of the Terminal Yards at Atlanta, and Thomas Campbell, of the Georgia Railroad, party of the second part, that they will submit to arbitration under the Federal arbitration act, approved June 1, 1898, known as the Erdmann law, the following regulations which the B. of L. F. & E. have requested of the Georgia Railroad Company and its terminals at Atlanta.

a) First: That the Georgia Railroad Company and its terminals at Atlanta will not use negroes as locomotive firemen, on the road or in the yards, nor as hostlers nor assistant hostlers.

b) Second: That firemen shall have three years experience before being promoted to the position of engineer and shall be promoted in their order of seniority, provided they are able to pass all reasonable examinations. If they refuse or fail to pass the first examination, they will be reduced to freight service without losing their seniority and the next senior man in turn will be called on to pass. Failing on second examination, they will be reduced to bottom of extra list or disposed of as the Company desires. White firemen now in the service who are physically incapacitated for service will not be subject to this rule. When firemen are promoted to the position of engineer they shall be given certificate of promotion signed by the examiner.

c) Third: That all firemen when hired shall be placed in freight, yard or hostling service, and the senior white fireman shall have preference of engines and runs.

Fourth: That hostlers shall receive their present rate of pay; assistant hostlers shall be considered as yard firemen and paid yard firemen's rates; extra firemen, when used as hostlers, shall receive the rate paid to hostlers.

Fifth: That passenger, through, local freight and yard engines will not be blocked by non-promotable men.

Sixth: That firemen will not be required to throw switches, flag street crossings or trains, except in case of emergency. - - - - - - - In the event the Board of Arbitration in its award shall not grant the first proposition, concerning the employment of negroes as locomotive firemen, it may award whether or not there shall be a fixed percentage beyond which the party of the first part shall not employ negroes as firemen, either on the road or in its yards, including its terminals at Atlanta.

In consideration of the foregoing, it is further agreed between the parties that the party of the first part will at once restore to their former positions and standing on the roster, without prejudice of any character, all employes of the Georgia Railroad Company or its terminals at Atlanta who went on strike May 17, 1909, or who were dismissed from service previous to or since that time on account of causes connected with the strike or leading up thereto; this provision including the restoration to their former positions and pay the 10 white hostlers' helpers in the terminals at Atlanta who were displaced from their positions by negroes.

It is further agreed between the parties that whatever award the Board of Arbitration may make as to the employment or non-employment of negro firemen, or as to restrictions in the percentage of negroes to be employed, shall also apply to hostlers' helpers.

It is further agreed that in the event the said Board of Arbitration shall award that negro firemen may be employed on the Georgia Railroad or in its terminals at Atlanta, said award will not be used by the party of the first part to displace or reduce in pay any one of the 10 white individuals who were displaced and have been restored, in accordance with the terms of this agreement; but that these particular individuals shall be allowed to hold their positions as hostlers' helpers until they are promoted or for any reason leave their present positions.

It is further agreed that the said Board of Arbitration may award all, or none, or any part, or any modification, of any of the above numbered six propositions submitted for its arbitration.

Thos H Scott

E A Ball

G A Ball

Thos Bamphee

Signed in triplicate

Atlanta, Georgia,
May 29, 1909.

K

Interstate Commerce Commission

Personal Washington June 2, 1909.

Mr. E. A. Ball,
Vice-President, B. of L.F. & E.,
Kimball House,
Atlanta, Ga.

My dear Mr. Ball:-

On our return journey Mr. Neill and I discussed at length the controversy between the Georgia Railroad and its white firemen, and the more we reflect upon the matter the more we are impressed with the importance of avoiding an actual arbitration by bringing about an amicable adjustment. It seems to us plainly undesirable at this time to have a formal adjudication of a question which may measurably solve itself if the parties can reach a settlement of this particular dispute. Such a result appears by no means impossible if both parties take up the negotiation in a friendly and considerate spirit.

Among other things it occurs to us that the two arbitrators selected by yourself and the organization should be men who are qualified to act as peacemakers and who will use their efforts and influence to promote a settlement. Instead of spending five days in trying to agree upon an umpire, we suggest that they employ the time in bringing the parties together.

A similar letter has been sent to Mr. Scott.

With all sincere and cordial regards,

Yours very truly,

Chairman, Interstate Commerce Commission.

Commissioner of Labor.

BUREAU OF LABOR
RECEIVED
JUN 7 1909
DEPARTMENT OF
COMMERCE & LABOR

Brotherhood of Locomotive Firemen and Enginemen

Peoria, Illinois.

E. A. Ball,
Second Vice-President,

61 Park Ave.
Brantford, Ontario.

Atlanta Georgia, June 4th 1909.

Mr. Martin A. Knapp, Chairman,
Interstate Commerce Commission,

Mr. Chas. P. Neill,
Commissioner of Labor,
Washington, D. C.

Dear sirs:-

Your personal favor of June 2nd to hand, and contents carefully noted.

In reply would say that you are, no doubt, aware from past experience that I have been willing at all times to reach a settlement along any line that will bring about the desired results.

As you are aware, there are two parties to this agreement and from our stand-point we believe we have gone to greater lengths to bring about a settlement than has the other side.

I might add that Mr. Scott called upon me last Monday night about 11:00 o'clock in my room, when we talked this matter over. From conversation with him by 'phone since that time, and a telegram to hand yesterday, I am led to believe that we will have a meeting between ourselves before this matter finally goes to arbitration, with the reasonable hope that if this meeting takes place, it will bring forth good results.

Yours very truly,

E A Ball

2nd Vice President,

B. of L. F. and E.

21- Med. and Art - Erd. Act K

Interstate Commerce Commission

Personal Washington June 2, 1909.

Mr. Thomas K. Scott,
General Manager, Georgia Railroad,
Augusta, Ga.

My dear Mr. Scott:-

On our return journey Mr. Neill and I discussed at length the controversy between the Georgia Railroad and its white firemen, and the more we reflect upon the matter the more we are impressed with the importance of avoiding an actual arbitration by bringing about an amicable adjustment. It seems to us plainly undesirable at this time to have a formal adjudication of a question which may measurably solve itself if the parties can reach a settlement of this particular dispute. Such a result appears by no means impossible if both parties take up the negotiation in a friendly and considerate spirit.

Among other things it occurs to us that the two arbitrators selected by yourself and the organization should be men who are qualified to act as peacemakers and who will use their efforts and influence to promote a settlement. Instead of spending five days in trying to agree upon an umpire, we suggest that they employ the time in bringing the parties together.

A similar letter has been sent to Mr. Ball.

With all sincere and cordial regards,

Yours very truly,

Chairman, Interstate Commerce Commission.

Commissioner of Labor.

JUN -9 '09 276448

Georgia Railroad,
General Manager's Office, Augusta, Ga.
Thos. H. Scott,
General Manager.

June 3, 1909. sw

Hon. Martin A. Knapp,

Chairman, Interstate Commerce Commission,

Washington, D. C.

Dear Sir:

I have mislaid the telegram which I sent you and your reply in regard to interstate freight being delayed. Won't you kindly send us copies. These telegrams were dated May 21st - possibly May 29th.

Very truly yours,

Thos. H. Scott
General Manager.

RDR-BJH

June 4, 1909

Mr. Thomas K. Scott,
General Manager,
Georgia Railroad,
Augusta, Ga.

Dear Sir:-

I am in receipt of yours of the 3rd instant requesting copies of your telegram and my reply thereto of May 20th or 21st, in regard to "interstate freight being delayed."

After a search of the files we can find no telegram from you under either of the dates mentioned, except your telegram of May 21st, in which you invoked mediation under the Erdmann Act, and accordingly I enclose a copy of that telegram and my reply thereto.

Yours very truly,

Chairman.

Enclosures.

BUREAU OF LABOR
RECEIVED,
JUN 8 1909
DEPARTMENT OF
COMMERCE & LABOR.

Department of Commerce and Labor

TELEGRAM

VIA WESTERN UNION

9WU AG C 49 Paid

Atlanta, Ga., June 8, 1909.

Charles P. Neill,

Commissioner of Labor,

Washington, D. C.,

Please note that a personal interview with Mr. Scott yesterday failed to bring results and to avoid further delay I appoint Hon Thomas W. Hardwick as our arbitrator. Trusting that in five days the third person will be named and the date of meeting decided on quickly as possible.

E. A. Ball.

208pm

Duplicate of this telegram
Sent Chairman Knapp.

OFFICIAL BUSINESS

TELEGRAM

GOVERNMENT RATE

Department of Commerce and Labor

FROM

Bureau of Labor.
(Subject or office).

Washington, .

June 9, 1909.

E. A. Ball,

Kimball House, Atlanta, Georgia.

Please meet Mr. Chas. E. Baldwin of this Bureau at Piedmont Hotel Thursday night to sign certain papers necessary in matter of arbitration.

Chas. P. Neill

U. S. Commissioner of Labor.

CHARGE DEPARTMENT OF COMMERCE AND LABOR, ADDRESSED FOR "Bureau of Labor."

Form 1.

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

25,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message shall have been filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, President and General Manager.

NUMBER	SENT BY	REC'D BY	CHECK
15	Ax	60	Zapaio

RECEIVED at Wyatt Building, Cor. 14th and F Streets, Washington, D. C. 190

TELEPHONES: M 4100, M 2114 AND M 4107.

Dated Ax Atlanta Ga 10

To Chas. P Neill

US Commr of Labor Washington DC

Message received irrespective of Companies influences an open court in Atlanta and an unlimited number of witnesses will satisfy the people of Georgia or those I represent that it will be granted

E. A. Ball

ALWAYS OPEN. MONEY TRANSFERRED BY TELEGRAPH. CABLE OFFICE.

BUREAU OF LABOR RECEIVED DEPT. OF COMMERCE & LABOR

JUN 10 1909

BUREAU OF LABOR ANSWERED JUN 10 1909 DEPT. OF COMMERCE AND LABOR

27

OFFICIAL BUSINESS

TELEGRAM

GOVERNMENT RATES

Department of Commerce and Labor

FROM

Bureau of Labor.
(BUREAU OR OFFICE)

Washington, D. C.,
June 10, 1909.

E. A. Ball,

Kimball House,

Atlanta, Ga.

Telegram received. Papers sent by Mr. Baldwin for signature merely put in more specific form agreement signed some days ago and name arbitrators. Both arbitrators requested this form to be used. The new form provides for meetings in Georgia.

Chas. P. Neill

CHARGE DEPARTMENT OF COMMERCE AND LABOR, APPROPRIATION FOR "Bureau of Labor."

Form 168

JUL 28 '20 287293

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

24,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, President and General Manager.

RECEIVED at Wyatt Building, Cor. 14th and F Streets, Washington, D. C.

TELEPHONES: M 4106, M 2114 AND M 1707.

Georgia R. R. Strike No. 15

A
W DI 27 Paid Govt

Washington, DC June 21

Chairman,
Interstate Commerce Commission,
Washington, DC.

Custodian Atlanta Postoffice has been wired to permit strike arbitration board temporarily occupy Courtroom if court officials consent.

C. D. Hilles.

5p.

ALWAYS OPEN. MONEY TRANSFERRED BY TELEGRAPH. CABLE OFFICE.

OFFICIAL BUSINESS

TELEGRAM

GOVERNMENT RATES

Department of Commerce and Labor

FROM

Bureau of Labor.
BUREAU OR OFFICE

Washington,
June 9, 1909.

Thomas K. Scott,

General Manager, Georgia Railroad, Augusta, Georgia.

Please meet Mr. Chas. E. Baldwin of this Bureau at Piedmont Atlanta, Hotel Thursday night to sign certain papers necessary in connection with arbitration.

Chas. P. Neill

U. S. Commissioner of Labor.

CHARGE DEPARTMENT OF COMMERCE AND LABOR, APPROPRIATION FOR "Bureau of Labor."

BUREAU OF LABOR
RECEIVED
JUN 10 1909
DEPARTMENT OF
COMMERCE & LABOR

Department of Commerce and Labor

TELEGRAM

VIA WESTERN UNION

BUREAU OF LABOR
ANSWERED
JUN 10 1909
DEPT OF COMMERCE AND LABOR

97

SWU AG C 52 DH

Augusta, Ga., June 9, 1909.

Charles P. Neill,

U. S. Commissioner of Labor,

Washington, D. C.,

Telegram received. After my arrival here from Atlanta. Am obliged to remain here tomorrow certainly and probably the next day in conference with General Counsel in preparation of our case. If you will have the papers sent to me here, I will give them prompt consideration and attention. Will you so arrange.

Thomas K. Scott.

815am, June 10, 1909.

OFFICIAL BUSINESS

TELEGRAM

GOVERNMENT RATES

Department of Commerce and Labor

FROM

Bureau of Labor.
(BUREAU OR OFFICE)

Washington, D. C.,

June 10, 1909.

Thomas K. Scott,

Georgia Railroad,

Augusta, Ga.

Will have papers sent you to Augusta.

Chas P Neill

CHARGE DEPARTMENT OF COMMERCE AND LABOR, APPROPRIATION FOR "Bureau of Labor." 21-[illegible]

Form 168

THE WESTERN UNION TELEGRAPH COMPANY.

Incorporated.

24,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of toll paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWER, President and General Manager.

BUREAU OF LABOR

DEPARTMENT OF LABOR

JUN 10 1909

RECEIVED at Wyatt Building, Cor. 14th and F Streets, Washington, D. C.

TELEPHONES: M 4106, M 2114 AND M 1707.

131rd mz 29Pd 259P G R

Greensboro N CJune 10 09

Chas. P. Neill, Bureau of Labor. Washington DC

Delayed six hours by wreck ahead have wired ball and

scott to meet me Friday morning nine oclock

Chas E Baldwin.

WAYS OPEN. MONEY TRANSFERRED BY TELEGRAPH. CABLE OFFICE.

Form 1.

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

24,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, President and General Manager.

RECEIVED JUN 10 1909 DEPARTMENT OF COMMERCE & LABOR

NUMBER	SENT	REC'D BY	CHECK
1806		DB	15 Rosen

RECEIVED at Wyatt Building, Cor. 14th and F Streets, Washington, D. C. June 10 190

TELEPHONES: M 4106, M 2014 AND M 1707.

Dated Coria Ga 10

To Hon Chas P Neill

Commissioner of Labor

Washington

When will arbitrators in Georgia Rail way matter have first meeting to hear the Evidence —

H. L. Dickson

BUREAU OF LABOR ANSWERED JUN 10 1909 DEPT OF COMMERCE AND LABOR

ALWAYS OPEN. MONEY TRANSFERRED BY TELEGRAPH. CABLE OFFICE.

OFFICIAL BUSINESS

TELEGRAM

GOVERNMENT RATES

Department of Commerce and Labor

FROM

OFFICIAL BUSINESS

TELEGRAM

GOVERNMENT RATES

Department of Commerce and Labor

FROM

Bureau of Labor.
(BUREAU OR OFFICE)

Washington, D.C.,

June 10, 1[illegible]

W. L. Dickson,

Care Brotherhood of Locomotive Firemen and Enginemen

Peoria, Illinois.

Telegram received. Can't tell as yet, but not likely that hearings will begin within a week. Will wire you definitely soon as possible.

Chas P Neill

CHARGE DEPARTMENT OF COMMERCE AND LABOR, APPROPRIATION FOR "Bureau of Labor."

27

OFFICIAL BUSINESS

TELEGRAM

GOVERNMENT RATES

Department of Commerce and Labor

FROM

Bureau of Labor.
(BUREAU OR OFFICE)

Washington, D. C.,

June 10, 1909.

Chas. E. Baldwin,

Piedmont Hotel,

Atlanta, Ga.

Impossible for Scott to go to Atlanta for several days. As soon as papers are signed by Ball, go to Augusta and have them signed by Scott.

Chas P. Neill

CHARGE DEPARTMENT OF COMMERCE AND LABOR, APPROPRIATION FOR "Bureau of Labor."

BUREAU OF LABOR
RECEIVED
JUN 11 1909
DEPARTMENT OF
COMMERCE & LABOR

File

Sir.

27

Milwaukee, Wis
June 10th 1909
111 - Fourth St - F.1.

The Negro - Firemen! We brought the Negroes here, we must give them a chance. What does the "industrial education" amount to, if he cannot even be an Engine fireman??
The problem must be settled. We must either condemn all negroes to be small farmers and then we must procure to some 2 mill. the necessary 15 or 25 acres of land, or else we must make a legal exact definition of his sphere.
Give him e.g. all Freight Engines on all R.R.S. of Ohio.
It is not too much of a concession. A white man has so many more callings open to him that fireman is, as a compulsory calling nearly the lowest, although as high as R.R. president, if taken by an intelligent ambitious youth for promotion.
If thus given a range and line of "industrial employment", some 100000 (incl. families) of above rural "nigger", negroes can be given honorable standing. Don't close engineer calling to him. What for does he learn that at Tuskegee???
If forbidden to work "industrially" on RRs., close Tuskegee right away. it will only cause one heart-breaking to every graduate.

Unfortunately, already RR. pay less for black than white skin, all other things equal. This is a barbarous state of affairs, a disgrace to U.S. If negroes get $1.75, whites $3, let them average it to $2.25 for all, confine negroes to freight trains, but do not close engineering jobs to them!

Some radical solution has to be reached. Only as doctors can negroes work exclusively among their race, as lawyers they must appear before white courts and juries, in a terrible handicap, as technical men they cannot "toss" white men, as "business" men among their own, they will pine in mixed competition, they will go under, 98%; as "bankers" 60 for 12 000 000 versus 6000 for 60 mill whites tells its own story. To make economies, you first have to get a job. Marrying is strictly forbidden, hence the only way to success, rigid economy, leads absolutely to rigid race suicide.

Only as a small farmer can a negro succeed. — Make it a law then, so that they know where they stand, allowing 1:500 to become a doctor, 1:200 to go to high school, everyone else to get a farmer's education; provide, by loan, farms to about 1 000 000 negroes now competing with whites. — Then, in about 100 years, after the whites have race-suicided themselves by Prohibition, Woman's rights, Woman's employment on men's jobs etc. other devices etc. will he rule the land of a white home. —

Yours Truly C. Ayres

JUL 28 '09 287289

Georgia Railroad,
General Manager's Office, Augusta, Ga.
Thos. K. Scott,
General Manager.

June 11, 1909. sw

Personal.

Georgia R.R. Strike No.15

Hon. Martin A. Knapp,
Chairman Interstate Commerce Commission,
Washington, D. C.

Dear Sir:

On May 31st you personally requested that fireman W. H. Chapman, who had been discharged for insubordination, be reinstated.

I have been absent a good deal and have just been advised that he reported to Superintendent Patterson for duty on May 31st and has been reinstated.

Very truly yours,

Thos. K. Scott

General Manager.

JUL 28 '09 287

Georgia Railroad,
General Manager's Office, Augusta, Ga.
Thos. H. Scott,
General Manager.

June 11, 1909. sm

Personal.

Hon. Martin A. Knapp,
Chairman Interstate Commerce Commission,
Washington, D. C.

Georgia R.R. Strike No. 15

Hon. Chas. P. Neill,
Commissioner of Labor,
Washington, D. C.

Gentlemen:

Your letter of June 2nd was duly received.

I trust you will carefully read the enclosed editorial from the Macon Telegraph of June 10th.

When you were in Atlanta it was impossible to obtain conservative expressions on a question in which so much feeling had been aroused. Since then there has been quite a settling of agitation, and it is very common now to receive from individuals just such expressions as are contained in the Telegraph's editorial.

When I see you in Washington, which I hope will be soon, I hope to have an interview at which we can discuss these matters and some of the points raised in your letter to better profit than by correspondence.

Very truly yours,

Thos. H. Scott
General Manager.

A PROBLEM FOR THE WISE

(From the Macon Telegraph.)

It is to be hoped that the strikers on the Georgia Railroad will not select Mr. Hardwick as arbiter. If there is an avowed enemy of the negro in this State it is that man. No man should be chosen to sit on a case of so much importance whose decision has been reached prior to the consideration of the evidence.—Commerce News.

The Telegraph did not make any suggestions in regard to the best class of men from which the arbitrators should be chosen, but it had a feeling all along that it would not be wise for either to go among active politicians for a man to do this work.

Mr. Hardwick is a bright man and warm partisan who has made his way in politics on the single idea of negro disfranchisement. That issue, so far as it can be, has been settled in Georgia. Whether Mr. Hardwick will go to the further position taken by a newspaper contributor to this discussion, that "the negro has no right," remains to be seen. We do not believe that he will.

Nearly all white men in the South agree that the negro is not entitled to the right of social equality; that he is not entitled to the right to govern where he is in the majority, or the right to participate in government by voting and becoming the balance of power when white men divide and disagree. These two questions are settled so far as the South is concerned, no matter what may be the opinions or desires of others apart from our own social fabric. But the right to live, to labor, to own property and to enter the pursuit of happiness—that is another question.

Under our laws, the domestic animals have rights; the right of food and shelter for their labor, and the right to be treated humanely. The birds and the wild game of the forests, and the fishes in the water, have rights guaranteed in certain seasons to live and [illegible] and to propagate. A sub-division of the human family, aliens to us [illegible] children of the African forest originally, and by no fault of theirs [illegible] among us. It is neither prudent, nor wise, nor just to say "they have no rights." Such a declaration cannot be based on any Divine or moral law, certainly on no Georgia statute.

But there must be a line of demarcation drawn between the native white American and the imported bushman from Africa, late a slave; between the highest class of the human race and the lowest; the difference being exactly the difference between white and black; between intelligence and ignorance.

Hitherto it has been drawn sharply, in general at the social and political line; but irregularly at other points.

In his address to the people of Georgia printed in The Telegraph's news columns yesterday, Mr. Hall, representing the white firemen, with whose antecedents we are unfamiliar except that we know that he is not a Southerner, hangs the whole case upon one peg, that of race. He makes no other plea. He asks the arbitrators to decide that the negro firemen have no right, on account of race, to bumping white firemen for superior runs—that is, that length of service and efficiency, in the case of a negro shall not count against a white man of less service and efficiency.

We are particular to state the case fairly and clearly, because this is a movement to set up a new line of demarcation between the rights of the white man and the negro in the South—neither social, nor political, but industrial.

We are also particular to state it because everything pertaining to human rights, be those involved ever so high or low, is a matter for eternity as well as for time; and ought to be approached seriously and handled by the wisest and best of men—men who are as far as possible removed from the temptation to play politics.

We do not mean to say that Mr. Hardwick will not prove equal to the occasion or that he would not act with superior wisdom—far from it—but we do feel that it would have been wiser to remove this question as far as possible from militant politics. If we are to find a new "place" for the negro, and put him in it, let it be done by the wisdom of our best men and not by the fortuous rule of politics. It is a great question to know what to do about it—this question of race. There is a school in the North which has gone to one extreme, and a school in the South which has gone to another—both riding on the backs of the poor negro. [illegible] a bigger and better class among the whites who want to [illegible] in his "place," that place fitted for him by nature, but [illegible] no cruelty, no harm, no degradation; and if [illegible] let it be done in wisdom, justice and moderation, [illegible] white [illegible] can wish to be unjust to the lowest negro.

We believe that Mr. Hall has [illegible] of the people of Georgia, and [illegible] of the negro. In basing his appeal [illegible] on racial lines.

BUREAU OF LABOR
RECEIVED
JUN 11 1909
DEPARTMENT OF
COMMERCE & LABOR

Department of Commerce and Labor

TELEGRAM

VIA WESTERN UNION

BUREAU OF LABOR
ANSWERED
JUN 11 1909
DEP'T OF COMMERCE AND LABOR

11WUBAG.E. 41 paid GR

Atlanta Ga. June 11, 1909.

Chas.P.Neill,

Bureau of Labor,

Washington, D.C.

They object to having hearings at which witnesses are summoned to be held away from Georgia. May I insert that provision in section four May the hearings be held openly

Chas. E. Baldwin.

4pm.

OFFICIAL BUSINESS

TELEGRAM

GOVERNMENT RATES

Department of Commerce and Labor

FROM

Bureau of Labor.
(BUREAU OR OFFICE)

Washington, D. C.,
June 11, 1909.

Charles E. Baldwin,
Piedmont Hotel,
Atlanta, Ga.

Can see no objection to having all hearings at which witnesses are summoned held in Georgia, but agreement ought not to bind Board to remain there while formulating their decision. Board ought to be left free to meet in Washington for preliminary organization and to sit here or elsewhere during deliberation after close of hearings. Have already telegraphed you with reference to open hearings. If any further difficulties arise, we suggest that you wire Scott, asking him to come to Atlanta to be available for consultation in order to reach speedy agreement.

Martin A. Knapp
Chairman of the Interstate Commerce Commission.

Chas P. Neill Commissioner of Labor.

CHARGE DEPARTMENT OF COMMERCE AND LABOR, APPROPRIATION FOR "Bureau of Labor."

AMERICAN TELEGRAPH COMPANY,
INCORPORATED
5,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.
This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.
ROBERT C. CLOWRY, President and General Manager.

RECEIVED JUN 11 1909 DEPARTMENT OF COMMERCE & LABOR

RECEIVED at Wyatt Building, Cor. 14th and F Streets, Washington, D. C.
TELEPHONES: M 4106, M 2114 AND M 1707.

BUREAU OF LABOR ANSWERED JUN 11 1909 DEPT OF COMMERCE AND LABOR

49 AN ON DI 23 Paid Govt

Pd: Atlanta, Ga. June 11-09

Chas P. Neill,

Bureau of Labor, Washn, DC.

Ball also asks that hearings be held openly not behind closed doors.

Chas E. Baldwin.

1227p

OFFICIAL BUSINESS

TELEGRAM

GOVERNMENT RATES

Department of Commerce and Labor

FROM

Bureau of Labor.
(BUREAU OR OFFICE)

Washington, D. C.,

June 11, 1909.

Charles E. Baldwin,
Piedmont Hotel,
Atlanta, Ga.

Telegram received. Take up with Scott the question of open hearings and any other matter that may arise, and, if agreeable to both sides, have them put into agreement. Get Scott over telephone or go to main office of Georgia Railroad in Atlanta and have them get Scott on telegraph wire and communicate that way.

CHARLES P. NEILL.

CHARGE DEPARTMENT OF COMMERCE AND LABOR, APPROPRIATION FOR "Bureau of Labor."

OFFICIAL BUSINESS

TELEGRAM

GOVERNMENT RATES

Department of Commerce and Labor

FROM

Bureau of Labor.
(BUREAU OR OFFICE)

Washington, D. C.,
June 11, 1909.

Thomas K. Scott,
Georgia Railroad,
Augusta, Ga.

Numerous difficulties arising in Atlanta with regard to provisions of agreement. It would facilitate matters, if you could go there. We have suggested that Mr. Baldwin wire you, in case of further difficulties, asking you to come. If he wires, we trust you will make special effort to go.

Martin A. Knapp
Chairman, Interstate Commerce Commission.

Chas P Neill
Commissioner of Labor.

CHARGE DEPARTMENT OF COMMERCE AND LABOR, APPROPRIATION FOR "Bureau of Labor." 11-718

JUN 12 1909
DEPARTMENT OF
COMMERCE & LABOR

Department of Commerce and Labor

TELEGRAM

VIA WESTERN UNION

SWU AF Y 36 SDH DH

Augusta, Ga., June, 12, 1909

Charles P. Neill,

Commissioner of Labor,

Washington,D.C.

Your telegram received last evening. I quote following night telegram received this morning from Chas E. Baldwin, Atlanta;"Cannot get away tonight as planned so will not be able to go to Augusta until afternoon tomorrow".

Thos K. Scott

1124am-

Agreement to Arbitrate.

STATE OF GEORGIA :

COUNTY OF FULTON and
COUNTY OF RICHMOND

THESE ARTICLES OF AGREEMENT, entered into this 29 day of May, 1909, by and between Mr. Thomas K. Scott, representing the Georgia Railroad, and also its terminals at Atlanta, hereinafter designated and referred to as the "EMPLOYER", and by the Brotherhood of Locomotive Firemen and Enginemen, representing the employees, hereinafter referred to as "EMPLOYEES," WITNESSETH:

FIRST.

The parties hereto, acting in pursuance of an Act of Congress of the United States of America known as Public Act No. 115, approved June 1st, 1898, entitled "AN ACT CONCERNING CARRIERS ENGAGED IN INTERSTATE COMMERCE AND THEIR EMPLOYES", (constituting chapter 370, 30 stat. L. 424 et. seq.) do hereby submit to arbitration under the terms of said Act the questions hereinafter set out and specified; it being understood and agreed that both parties hereto invoke all of the provisions of the said Act and submit themselves unreservedly to the terms of the said Act for the purpose of procuring a final determination of the questions hereinafter specified and set out, as fully and completely as if all of the terms and provisions of the said Act were written into and made a part of this agreement.

SECOND.

The matters submitted to arbitration are the following regulations which the employees have requested of the Georgia Railroad Company and its terminals at Atlanta:

a. That the Georgia Railroad Company and its terminals at Atlanta will not use negroes as locomotive firemen, on the road on in the yards, nor as hostlers nor assistant hostlers.

b. That firemen shall have three years' experience before being promoted to the position of engineer and shall be promoted in their order of seniority, provided they are able to pass all reasonable examinations. If they refuse or fail to pass the first examination, they will be reduced to freight service without losing their seniority and the next senior man in turn will be called on to pass. Failing on second examination, they will be reduced to bottom of extra list or disposed of as the Company desires. White firemen now in the service who are physically incapacitated for service will not be subject to this rule. When firemen are promoted to the position of engineer they shall be given certificate of promotion signed by the examiner.

c. That all firemen when hired shall be placed in freight, yard or hostling service, and the senior white firemen shall have preference of engines and runs.

d. That all hostlers shall receive their present rate of pay; assistant hostlers shall be considered as yard firemen and paid yard firemen's rates; extra firemen, when used as hostlers, shall receive the rate paid to hostlers.

e. That passenger, through, local freight and yard engines will not be blocked by non-promotable men.

f. That firemen will not be required to throw switches, flag street crossings or trains, except in case of emergency.

In the event the board of arbitration in its award shall not grant the first proposition, concerning the employment of negroes as locomotive firemen, it may award whether or not there shall be a fixed percentage beyond which the party of the first part shall not employ negroes as firemen, either on the road or in its yards, including its terminals at Atlanta; and whatever award the Board of Arbitration may make as to the employment or non-employment of negro firemen, or as to restrictions in the percentage of negroes to be employed, shall also apply to hostlers' helpers.

And in the event the said Board of Arbitration shall award that negro firemen may be employed on the Georgia Railroad or in its terminals at Atlanta, said award will not be used by the employer to displace or reduce in pay any one of the ten white individuals who were displaced and have been restored, in accordance with the terms of this agreement; but that these particular individuals shall be allowed to hold their positions as hostlers' helpers until they are promoted or for any reason leave their present positions.

The said Board of Arbitration may award all, or none, or any part, or any modification, of any of the above lettered six propositions submitted for its arbitration.

THIRD.

In consideration of the foregoing, the employer will at once restore to their former positions and standing on the roster, without prejudice of any character, all employees of the Georgia Railroad Company or its terminals at Atlanta who went on strike May 17, 1909, or who were dismissed from service previous to or since that time on account of causes connected with the strike or leading up thereto; this provision including the restoration to their former positions and pay the ten white hostlers' helpers in the terminals at Atlanta who were displaced from their positions by negroes.

FOURTH.

The employer hereby appoints Hon. Hilary A. Herbert to act as a member of the Board of Arbitration under this agreement, and under the aforementioned act of Congress; and the employees hereby appoint Hon. Thomas W. Hardwick to act as a member of the Board of Arbitration under this agreement, and under the aforementioned act of Congress. The two arbitrators so appointed shall meet at the offices of the Interstate Commerce Commission at Washington on June 14, 1909, and shall, if possible, agree on a third commissioner of arbitration; but in the event of their failure to name such third commissioner of arbitration within five days

after June 14, 1909, the third arbitrator shall be named by the Chairman of the Interstate Commerce Commission and the Commissioner of Labor of the United States, acting jointly. The Board of Arbitration when constituted as herein provided shall meet in Washington, D. C., for preliminary organization within ten days after the date of the appointment of the third arbitrator as herein provided, and shall hold hearings openly for taking testimony and hearing arguments. All hearings at which witnesses are summoned to give testimony and at which arguments are made shall be held in the City of Augusta or the City of Atlanta, Ga., or in both. Both parties hereto shall be entitled to five days notice in writing of any hearing or hearings had by the said Board. The said Board may adjourn from time to time as it may seem proper, providing not more than five days be consumed by each side in submitting evidence andhearing arguments. A majority of the said Board shall be competent to make a valid and binding award. The decision of the said Board shall be in writing and shall be filed with the Clerk of the Circuit Court of the United States for the Northern District of Georgia within thirty days from the date of the appointment of the third arbitrator.

FIFTH.

Pending the said arbitration the status existing immediately prior to the dispute shall not be changed, provided that no employee shall be compelled to render personal service without his consent.

SIXTH.

All documentary testimony introduced before the said Board shall be carefully preserved and filed. Original documents may be withdrawn by consent and copies thereof filed in lieu thereof. All oral testimony introduced before the said Board shall be reported in question and answer form by a competent stenographer whose notes, when transcribed in the form of a report, together with the award and all papers relating to the hearing, certified under the hands of the arbitrators, and which shall have the force and effect of a bill of exceptions, shall be filed in the

office of the clerk of the United States Circuit Court for the Northern District of Georgia, at Atlanta.

The award of the arbitrators, or a majority thereof, when so filed with the clerk of the said court shall be final and conclusive upon both parties hereto, unless set aside for errors of law apparent on the record.

SEVENTH.

The respective parties to the said award, when made, will each faithfully execute same; and the same award may be specifically enforced in equity so far as the powers of a court of equity will permit, provided that no injunction or other legal process shall be issued which shall compel the performance by any laborer against his will of a contract for personal labor or service.

EIGHTH.

Employees dissatisfied with the said award shall not by reason of such dissatisfaction quit the service of the said employer before the expiration of three months from and after the making of such award without giving thirty days' notice in writing of their intention so to quit, nor shall the said employer dissatisfied with such award dismiss any employee or employees on account of such dissatisfaction before the expiration of three months from and after the making of such award without giving thirty days' notice in writing of intention so to discharge.

NINTH.

During the pendency of arbitration herein provided for, the employer shall not discharge any employee or employees parties hereto except for inefficiency, violation of law, or neglect of duty, nor shall the employees order, unite in, aid, or abet any strike against the employer, nor during a period of three months after said award shall the said employer discharge any such employees except for the causes aforesaid without giving thirty days' written notice of an intent to so discharge,

nor shall any of said employees parties hereto during a like period quit the service of said employer without just cause without giving to said employer thirty days' written notice of an intent so to do, nor shall said employees order, counsel, or advise otherwise, provided that nothing herein contained shall be construed to prevent the said employer from reducing the number of its employees whenever in its judgment business necessities require such reduction.

TENTH.

The said award when made as aforesaid shall continue in force as between the parties hereto for a period of one year after the same shall go into practical operation, and no new arbitration upon the same subjects between the parties hereto shall be had until the expiration of said one year, unless the said award shall be set aside for errors of law apparent on the record in the manner provided by the aforementioned act of Congress.

ELEVENTH.

This agreement is executed in three parts; one part of which shall be forthwith transmitted to the Chairman of the Interstate Commerce Commission at Washington, D. C., with the request that the same be filed in the office of the said commission and that notice in writing be served upon the two arbitrators hereinbefore named officially notifying them of their appointment and that the time and place for the first meeting has been fixed at the offices of the Interstate Commerce Commission at Washington.

Executed in triplicate each having the full force and effect of an original the day and year first above written.

Signed and acknowledged in my presence by Thomas K. Scott
Edw. J. Mullerin Notary Public Richmond Co. Ga

Georgia Railroad & its terminals
By Thos K. Scott Gen'l Manager.
Brotherhood Loco. Fir. & Eng.
E. A. Ball
2nd vice President
E.A. Ball. Local Chairman

Signed and acknowledged in my presence
by E. A. Ball - G. A. Ball and
Thos. A. Campbell -
James E. Fogarty
Notary Public
Fulton Co - Ga -

Thos. A. Campbell.
Gen. Chairman -

Interstate Commerce Commission Telegraph Blank

FOR GOVERNMENT BUSINESS ONLY

Washington, D. C. June 11, 1909.

Mr. Charles E. Baldwin,
Piedmont Hotel,
Atlanta, Ga.

On page four change the sentence beginning in the third line so as to read as follows: The Board of Arbitration when constituted as herein provided shall meet at Washington, D.C. or in Atlanta, Ga., within ten days after the date of the appointment of the third Arbitrator as herein provided, and shall at the request of either party hold hearings in the city of Augusta or the city of Atlanta, in the State of Georgia, or both." Change the sentence beginning "the said Board may adjourn" etc. by striking out the following clause: "and shall prescribe such rules and regulations as to it may seem proper for the taking of testimony and the hearing of arguments." Insert somewhere in the fourth section of the agreement a provision that a period not exceeding five days shall be allowed each side for presenting its testimony. Explain to Ball that the provision for the meeting in Washington is for the convenience of Mr. Hardwick and Mr. Herbert as they wish to hold preliminary meeting here before going to Atlanta or Augusta.

A
Arbitration
appropriation

Chairman Interstate Commerce Commission.

COmmissioner of Labor.

12—80 Charge Government Rates; payable at office of Commission at Washington

BUREAU OF LABOR
RECEIVED
JUN 12 1909
DEPARTMENT OF
COMMERCE & LABOR

21

Department of Commerce and Labor

TELEGRAM

VIA WESTERN UNION

SWU AG C 42 Paid

Atlanta, Ga., June 11, 1909.

Charles P. Neill,

Commissioner of Labor,

Washington, D. C.,

When I agreed to arbitrate dispute in Georgia railroad it was after you agreed to submit the names of six men with the guarantee that you would appoint one of them as third arbitrator in event the two arbitrators failed to agree.

E. A. Ball.

820am, June 12, 1909 .

27

INTERSTATE COMMERCE COMMISSION TELEGRAPH BLANK

FOR GOVERNMENT BUSINESS ONLY

Washington D C June 12, 1909.

Mr. E. A. Ball,
Kimball House,
Atlanta, Ga.

Telegram received. You must have misunderstood some part of our discussion as in the very nature of the case I could not have made any such agreement. Even if I had felt such an agreement to be advisable I could not have pledged Chairman Knapp in such axcase nor could I have given any guarantee that any one of the six would serve. I cannot now recall anything that was said that could be construed into such an agreement as you name.

Chairman Interstate Commerce Commission.

Arbitration
appropriation.

Commissioner of Labor.

12—80 Charge Government Rates; payable at office of Commission at Washington

Form 188

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

24,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, President and General Manager.

RECEIVED at Wyatt Building, Cor. 14th and F Streets, Washington, D. C.

TELEPHONES: M 4106, M 2114 AND M 1707.

70 an kn 88 pd gr

PD Atlanta,Ga. June 12th-9

Chas P Neill, Bureau of Labor,

Washington,D.C.

Telegram recd at a meeting late last night all points were fully agreed to signing of the agreement deferred until one oclock to-day as campbell was out of town and they insisted that he should sign Ball telephoned that he has just recd your wire and as a result they may change their minds. The matter referred to in your telegram was in no way considered in the agreement we meet again two oclock. Will wire result.

Chas E Baldwin

311p

ALWAYS OPEN. MONEY TRANSFERRED BY TELEGRAPH. CABLE OFFICE.

INTERSTATE COMMERCE COMMISSION TELEGRAPH BLANK

FOR GOVERNMENT BUSINESS ONLY

Washington D C

June 12, 1909.

Mr. Charles E. Baldwin,
Hotel Piedmont,
Atlanta, Ga.

Please wire at once present status. Mr. Ball has telegraphed me that he understood me to have agreed to submit list of names for third arbitrator. I could have made no such agreement and do not accept signatures to arbitration agreement with any such understanding.

Commissioner of Labor.

Arbitration
appropriation.

Charge Government Rates; payable at office of Commission at Washington

12—80

BUREAU OF LABOR
RECEIVED
JUN 14 1909
DEPARTMENT OF
COMMERCE & LABOR

Department of Commerce and Labor

TELEGRAM

VIA WESTERN UNION

4WU DM Y 52 Collect G R

Conyers, Ga., June, 12, 1909

Charles P. Neill,

Bureau of Labor,

Washington,D.C.

Balls counsel now advises that they sign only as of date of original agreement May 29, all other points settled. Is that satisfactory. I'm off to confer with Scott about that and other points. Wire me Albion Hotel, Augusta.

Chas. E. Baldwin.

June, 14, 1909.....920am

BUREAU OF LA
RECEIVED
JUN 14 1909
DEPARTMENT OF
COMMERCE & LABOR

Department of Commerce and Labor

TELEGRAM
VIA POSTAL

10 PO B Y 21 Collect G R

Atlanta, Ga., June, 12, 1909

Neill,

Commissioner of Labor,

Washington,D.C.

Hotel people sayBaldwin left for Augusta at three ten this afternoon.

Sutton,

Inspector.

CASE No.

RETURN ALL PAPERS PROMPTLY WITH REPLY

ATLANTA DIVISION

Florida
Georgia
South Carolina

POST OFFICE DEPARTMENT

OFFICE OF THE INSPECTOR IN CHARGE

Geo. M. Sutton-
Inspector in Charge

ATLANTA, GA., June 12, 1909.

My dear Mr. Neill:

Immediately after our conversation over the long-distance telephone today, I called at the Piedmont Hotel and was informed by the clerk that Mr. Baldwin had paid his bill about 30 minutes before and had taken the 3:10 P.M. train for Augusta, Georgia. I then wired you as follows:

> "Hotel people say that Baldwin left for Augusta at three ten this afternoon."

Since returning to my office I have thought of the advisability of trying to reach Mr. Baldwin by 'phone after his arrival at Augusta, but believing it probable that you will communicate with him direct after receiving my wire I have concluded not to do so. I shall be very glad to render any assistance possible to Mr. Baldwin at any time, and if anything suggests itself to you that I might be able to do along any line, please advise me.

Yours, very truly,

Geo. M. Sutton.

Inspector in Charge.

Mr. Chas. P. Neill,
Commissioner of Labor,
Washington, D. C.

BUREAU OF LABOR
RECEIVED
JUN 14 1909
DEPARTMENT OF
COMMERCE & LABOR

Department of Commerce and Labor

TELEGRAM

VIA WESTERN UNION

SWU DM Y 192 Paid G R

Augusta, Ga., June, 12, 1909

Charles P. Neill,

Residence, Cleveland Park,

Washington, D.C.

Conference with Scott and his counsel tonight. Scott signed agreement in the exact form submitted with date of May, 29. Ball and others agreed positively to sign without further objections if date was so fixed. I shall return to Atlanta tomorrow. Hold conference Monday morning and if there is no further delay June 14, will be fixed as date of arbitrators meeting. The revision of section four as it now stands beginning with second sentence, page 4, is as follows: The Board of Arbitration when constituted shall meet in Washington, D.C. for preliminary organization within ten days after the date of the appointment of the third Arbitrator as herein provided and shall hold hearings openly for taking testimony and hearing arguments. All hearings at which witness are summoned to give testimony and at which arguments are made shall be held in the city of Augusta or the city of Atlanta or both. Farther along the provision limiting each side to five days for submitting evidence and hearing arguments. If any further instructions wire me Gaston Hotel early Sunday morning.

Charles E. Baldwin.

June, 14, 1909.....9:12am

Form 1.

RECEIVED JUL 14 1909 DEPARTMENT OF LABOR

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

24,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, President and General Manager.

N4192

NUMBER	SENT BY	RECD BY	CHECK
50 An	NB	Dta	35 Paid GR.

RECEIVED at Wyatt Building, Cor. 14th and F Streets, Washington, D. C. June 14 1909

TELEPHONES: M 4100, M 2114 AND M 1707.

Dated Rd Atlanta Ga 14

To Chas P. Neill

Bureau of Labor, Washn DC.

Agreement signed by Ball and others at 10 am today arrange meeting for today June 14 I leave for Washington this afternoon

Chas E Baldwin

ALWAYS OPEN. MONEY TRANSFERRED BY TELEGRAPH. CABLE OFFICE.

June 19

IN THE MATTER OF THE ARBITRATION OF CERTAIN DIFFERENCES BETWEEN THE GEORGIA RAILROAD AND THE BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN.

The parties above named having entered into an agreement to arbitrate certain differences between them, in accordance with the provisions of an Act of Congress approved June 1, 1898, commonly known as the Erdman Law, and having executed a written agreement to that effect; and the said Georgia Railroad having named as arbitrator the Hon. Hilary A. Herbet of Washington, D. C., and the Brotherhood of Locomotive Firemen and Enginemen having named as arbitrator Hon. Thomas W. Hardwick, M.C. of Georgia; and the two arbitrators thus named having agreed upon Bishop Warren A. Candler of Georgia, as the third arbitrator, within five days after their first meeting; and the third arbitrator so agreed upon having declined to serve; and the two arbitrators named by the parties having thereupon agreed upon David C. Barrow, Chancelor of the University of Georgia of Athens, Ga. as third arbitrator; and it appearing that more than five days have now elapsed since the

first meeting of said two arbitrators, and there being doubt on that account as to their right or authority to name the third arbitrator, although they have agreed upon said David C. Barrow as aforesaid;

NOW, THEREFORE, the undersigned, the Chairman of the Interstate Commerce Commission and the Commissioner of Labor, by virtue of the authority conferred upon us by the terms of said Act, and to remove any doubt as to the right of said two arbitrators to now agree upon the third arbitrator, do hereby designate and appoint David C. Barrow of Athens, Ga. as the third arbitrator to act with the two heretofore appointed by the respective parties as aforesaid.

Dated at Washington, D.C. this 19th day of June, 1909.

27

INTERSTAT COMMERCE COMMISSION TEL GRAPH BLANK

FOR GOVERNMENT BUSINESS ONLY

Washington D C June 19, 1909.

Mr. David C. Barrow,
Chancelor of the University of Georgia,
Athens, Ga.

The undersigned the Chairman of the Interstate Commerce Commission and the Commissioner of Labor, by virtue of the authority conferred upon us by an Act of Congress approved June one, eighteen hundred and ninety-eight, commonly known as the Erdman Law, have this day designated and appointed you as the third arbitrator, with the consent and at the request of the two arbitrators heretofore named by the respective parties, to arbitrate certain differences between the Georgia Railroad and the Brotherhood of Locomotive Firemen and Enginemen and others, in accordance with the terms of said Act and their agreement to arbitrate such differences thereunder.

Arrangements have been made for the first meeting of the Board of Arbitrators at the United States Court Room, Federal Building, Atlanta, Georgia, on Monday next, the twenty-first instant, at ten o'clock a.m. and we trust you will be able to be present at that time as

12—39 Charge Government Rates; payable at office of Commission at Washington

INTERSTAT COMMERCE COMMISSION TEL GRAPH BLANK

FOR GOVERNMENT BUSINESS ONLY

Washington D C

all the parties are ready and waiting and anxious to proceed. The arbitration proceedings will not be prolonged as the parties have agreed to limit the hearing to not more than five days for each side. As provided by the Act aforesaid you will be paid your expenses and ten dollars per day, and we strongly urge you to accept and serve as a matter of public duty. The other two arbitrators leave for Atlanta tonight expecting you to join them there Monday morning. Please wire acceptance.

Chairman, Interstate Commerce Commission.

Commissioner of Labor.

Arbitration appropriation.

12—90 Charge Government Rates; payable at office of Commission at Washington

BUREAU OF LABOR
RECEIVED
JUN 21 1909
DEPARTMENT OF
COMMERCE & LABOR

Department of Commerce and Labor

TELEGRAM

VIA WESTERN UNION

21 Gort

1WU AG 6 10 Collect

Athens, Ga., June 19, 1909.

Charles P. Neill,

Commissioner of Labor,

Washington, D. C.,

Will accept position as arbitrator and be present Monday.

David C. Barrow.

Atlanta, June 20, 1909.

Duplicate of this telegram sent Chairman Knapp

Correspondence, Etc. relating to Arbitration

and Arbitration Award

JUL -9 '09 283317

X

THOS. J. FREER,
ASSISTANT OFFICIAL REPORTER
FULTON SUPERIOR COURTS,
DEPOSITION COMMISSIONER,
48 COURT HOUSE
ATLANTA, GA.

Georgia R. R. Strike
No 15

June 28th, 1909.

Hon. Martin A. Knapp,
Chairman, Interstate Commerce Commission,
Washington, D. C.

Dear Sir:-

Beginning on Monday, June 21st, and continuing daily up to Saturday night, June 26th, 1909, the Board of Arbitration in the matters in dispute between the Georgia Railroad and certain of its employees, constituted and acting under authority of the Act of Congress approved June 1st, 1898, generally known as the Edrman Act, has been in continuous session. On the night of June 26th, 1909, the award in said case was made, which said award, and a copy of the evidence, has this day been filed by the undersigned in the office of the Clerk of the Circuit Court of the United States for the Northern District of Georgia, in conformity with the requirements of the law.

We enclose you herein a newspaper copy of the award, knowing of your interest in the case, and of your connection with it at a prior stage.

Under the law under which this arbitration was held, provision is made for the compensation of each of the arbitrators at ten dollars per day and his traveling and other necessary expenses.

THOS. J. FREER,
ASSISTANT OFFICIAL REPORTER
FULTON SUPERIOR COURTS,
DEPOSITION COMMISSIONER,
48 COURT HOUSE
ATLANTA, GA.

Hon.M.A.K., #2.

Mr. Herbert, the third arbitrator, has informed us that he will render to you his personal account in this matter, and we enclose herein the statements of the per diems and expenses of the other two arbitrators.

In addition to the amounts due to the arbitrators themselves for per diem and expenses, somewhat heavy expenses were necessarily incurred in holding the court of arbitration. The agreement to arbitrate itself provided for a stenographic report of the testimony in the case, and it was absolutely necessary to have such a report. The record in this case is about 900 pages - In addition to the above, it was necessary to have some executive officers, in order to serve subpoenas, execute the processes of the Board, preserve order in court, etc. The witnesses on both sides ought also, in our judgment, to be paid the fees allowed by law to witnesses in attendance upon United States Courts, and are claiming such fees. We think such allowances proper, as the most of these witnesses are laboring men, who can ill afford to be called from their daily avocation? without some compensation therefor. We therefore enclose you herein a statement of these expenses, with the various vouchers accompanying the same, and explaining how the amount is arrived at in detail.

Outside of the amounts due the arbitrators themselves, the

THOS. J. FREER,
ASSISTANT OFFICIAL REPORTER
FULTON SUPERIOR COURTS,
DEPOSITION COMMISSIONER,
48 COURT HOUSE
ATLANTA, GA.

Hon. M. A. K., #3.

expenses of the court have been $1982.60, as will appear from the statement enclosed and the accompanying vouchers.

The Erdman Act provides for the payment out of the Treasury of the United States of the necessary and proper expenses of any conciliation or arbitration, and provides that you shall approve thereof, and that the same shall be audited by the proper accounting officer of the Treasury.

We therefore respectfully call your attention to this part of the matter, and beg that you will look into the same at your earliest convenience, and have the same properly audited at the Treasury, and that such method of disbursement be adopted as will enable each person entitled to any part of these fees or expenses to be settled with separately, and as promptly as possible. We suggest that Mr. Thomas J. Freer, Room 48, Court-House, Atlanta, Georgia, was selected as Clerk of the Arbitration Court, and that the disbursements to the different parties who are entitled to payment might well be made through him, though if any other course is regarded as more advisable, either by yourself or the Treasury, that, of course, will be equally satisfactory to us.

In submitting our own accounts as arbitrators, we have counted

THOS. J. FREER,
ASSISTANT OFFICIAL REPORTER
FULTON SUPERIOR COURTS,
DEPOSITION COMMISSIONER,
48 COURT HOUSE
ATLANTA, GA.

Hon. M. A. K., #4.

the time from the day on which we actively and actually began the discharge of our duties as arbitrators, and have not excluded Sundays. If a proper construction of the law requires that Sundays shall be excluded, we ask that that correction be made in our personal accounts.

One of the undersigned is a member of Congress, and it might be that some question would be raised as to his right to receive compensation in the nature of a per diem for services rendered under the aforesaid Act of Congress, and we would be glad if you would submit that question also to the Treasury Department.

We would be very glad indeed to hear from you in reference to these matters, and suggest that you either address your reply to Mr. Hardwick at Sandersville, Georgia, or to Mr. Barrow, at Athens, Georgia.

Very respectfully yours,

David C. Barrow

Thomas W. Hardwick.

JUL 28 '09 287294

CAPITAL CITY CLUB,
ATLANTA, GEORGIA.

June 28, 1909.

Hon. Martin A. Knapp.
Chm. Interstate Commerce Comm.
Washington, D.C.

Georgia R.R. Strike No. 15

My dear Sir:-

In writing you this a.m. I forgot to enclose copy of the award; which I now here in enclose.

Very truly yours,
Thos. W. Hardwick.

HSM-FHF

July 1, 1909.

Hon. C. R. Layton,

Auditor for the State and other Departments,

Treasury Department,

Washington, D. C.

Dear Sir:-

I enclose herewith bills amounting to Twelve hundred twenty-two dollars and thirty-five cents, ($1222.35), approved by Martin A. Knapp, Chairman, Interstate Commerce Commission, to be paid from the appropriation, "Board of Arbitration, Interstate Commerce Controversies, fiscal year ending June 30, 1909." Where the address of the claimant is not given on the voucher, warrant in payment thereof should be sent C/o Thos. J. Freer, #48 Court House, Atlanta, Ga., and any information that might be necessary in order to settle any of the claims may also be obtained from Mr. Freer, who acted as clerk to the Arbitrators.

Very truly yours,

Disbursing Clerk.

Encs.

Also letter to Hon E. W. Hardwick Sandersville Ga
" " " David C Barrow Athens Ga
by H.S. Mitchell
Dis Clerk

JWE

Interstate Commerce Commission

OFFICE OF DISBURSING CLERK

Washington

July 8, 1909.

Hon. C. R. Layton,

Auditor for the State and Other Departments,

Treasury Department, Washington, D. C.

Sir:-

I enclose herewith claim of Mr. C. F. Giles for witness fees, $53.30, which kindly pay from the Appropriation, Board of Arbitration, Interstate Commerce Controversies, fiscal year ending June 30, 1909.

Warrant in payment of this claim should be sent c/o Thos. J. Freer, #48 Court House, Atlanta, Georgia.

Very truly yours,

N. S. Milstead

Disbursing Clerk.

Enc.

HSM JWE

Interstate Commerce Commission

OFFICE OF DISBURSING CLERK

Washington

July 15, 1909.

Hon. Hilary A. Herbert,
Cleveland House,
Minette, Ontario Province,
Canada.

Dear Sir:-

I am directed by the Chairman of the Interstate Commerce Commission to request you to file your claim for services and expenses in connection with the arbitration of the case of certain employees of the Georgia Railroad vs. the Georgia Railroad. The reason for desiring an early settlement of this claim is the fact that all the other claims have been filed and are in the course of settlement, and the claim is in the fiscal year ending June 30, 1909.

I enclose a voucher on which you may make up an itemized account, showing your travel from what place to what place, and the amount of railroad fare and the itemization of any other expenses you may have had, and for the last item in the account you might state the number of days service claimed from the first date to the last date, giving the dates, inclusive, and the amount. Sign the voucher and return to me and a warrant will be forwarded to whatever address you may designate.

Very truly yours,

Disbursing Clerk.

Enc.

C.P.N.-W.

Department of Commerce and Labor
BUREAU OF LABOR
Washington

July 19, 1909.

Honorable F. C. Tate,

United States District Attorney,

Atlanta, Georgia.

Dear Mr. Tate:

In order to complete our record of the mediation in the Georgia Railroad case, I am anxious to secure a copy of the award of the Arbitration Board. If convenient, won't you secure me a copy and send it to me here.

Sincerely yours,

Chas P Neill

Commissioner.

Department of Justice.

OFFICE OF

United States Attorney,

NORTHERN DISTRICT OF GEORGIA,

Atlanta, Ga., July 23, 1909.

Hon. Charles P. Neill,

Commissioner,

Department Commerce and Labor,

Washington, D. C.

Dear Mr. Neill:-

Your favor of July 19, 1909, received. As requested, I am today sending you copy of the award of the Arbitration Board in the Georgia Railroad case.

Very truly yours,

F. C. Tate,

U. S. Attorney.

W.

Department of Commerce and Labor
BUREAU OF LABOR
Washington

July 26, 1909.

Respectfully to

[illegible] Lawrence Lipscomb,
Northern District of Georgia,

Atlanta, Georgia.

Dear Sir:

In Commissioner Neill's absence from the city, I beg to acknowledge receipt of your favor of July 23, enclosing copy of the award of the Arbitration Board in the Georgia Railroad case, together with a copy of the decree confirming such award, which papers I will place before Mr. Neill upon his return to Washington.

Thanking you for your courtesy in forwarding these documents,

I am, very truly yours,

Geo. W. Hanger

Acting Commissioner.

RDR

August 2, 1909.

The Clerk of the U. S. Circuit Court for the Northern
District of Georgia,

Atlanta, Ga.

Dear Sir:

Will you be good enough to send me an exact copy of the award rendered June 26, 1909, by Hon. H. A. Herbert, Hon. T. W. Hardwick, and Dr. D. C. Barrow, acting as a board of arbitration, under the so-called arbitration act of June 1, 1898, in a dispute between the Georgia Railroad Company and certain of its employees? Your fee for the copy requested will be paid, when properly presented, out of the appropriation for enforcement of the act mentioned. It is requested that the copy of the award be mailed as soon as possible.

Yours very truly,

Chairman.

RDR-BJH

August 6, 1909.

The Honorable,

The Attorney General,

Washington, D. C.

Sir:-

In compliance with my promise to you of a few days ago I have the honor to transmit herewith copy of the award of the arbitrators in the recent arbitration between the Georgia Railroad and its Terminals and certain of its employees.

Very respectfully,

Chairman.

Enclosure.

AUG 12 '09 290706

W-A

File

Georgia R.R. Case No 15

Office of the Attorney General,
Washington, D.C.

August 7, 1909.

Martin A. Knapp, Esq.,

Chairman, Interstate Commerce Commission.

Sir:

I am obliged to you for your favor of 6th instant, transmitting to me a copy of the award of the arbitrators in the recent arbitration between the Georgia Railroad and its terminals, and certain of its employees.

Very truly yours,

Wade H. Ellis

Acting Attorney General.

OCT 14 '09 303592

THOS. J. FREER,
ASSISTANT OFFICIAL REPORTER
FULTON SUPERIOR COURTS,
DEPOSITION COMMISSIONER,
48 COURT HOUSE
ATLANTA, GA.

Georgia Strike no 15

September 16th, 1909.

Ga. Strike no. 15

Hon. Martin J. Knapp,
Chairman, Interstate Commerce Commission,
Washington, D. C.

Dear Sir:-

My attention has been called today to an inaccuracy in the testimony taken before the Board of Arbitration here in June last, in reference to certain differences between the Georgia Railroad and its firemen. In the cross examination of W. N. Cox by Mr. McDaniel, the following question and answer appear:

"Mr.McDaniel: Well, if anything else occurs to you now that may be enlightening, you may state them. How about the pay of your firemen?

"Mr.Cox: We pay our firemen 60% of engineers' pay, without any distinction."

An examination of the notes of the reporter who took this particular testimony shows that this should have read 50% instead of 60% and Mr. Cox states that 50% is correct. The error evidently occurred in transcribing from the phonograph, and escaped the reporter in revising the transcript. One of the parties to the arbitration is anxious that this error should be corrected, and I will thank you to have proper correction made in the official copy of the testimony.

Yours very truly,
Thos. J. Freer.
Off'l Reporter.

THOS. J. FREER,
ASSISTANT OFFICIAL REPORTER
FULTON SUPERIOR COURTS
DEPOSITION COMMISSIONER
48 COURT HOUSE
ATLANTA, GA.

RDR

September 20, 1909.

Mr. Thos. J. Freer,

Official Reporter,

48 Court House, Atlanta, Ga.

Dear Sir:

In reply to yours of the 18th instant, calling attention to an inaccuracy in the report of testimony taken before the board of arbitrators in the recent controversy between the Georgia Railroad Company and certain of its employees, I write to say that your letter will be filed in our record of that proceeding and the testimony be deemed corrected accordingly.

Yours very truly,

Chairman.

BUREAU OF LABOR
RECEIVED
FEB 21 1910
DEPARTMENT OF
COMMERCE & LABOR

Department of Commerce and Labor

TELEGRAM

VIA WESTERN UNION

BUREAU OF LABOR
ANSWERED
FEB 21 1910
DEPT OF COMMERCE AND LABOR

Phoned
STBP

15 WU S S Y 84 Paid Half Rate [redacted]

Atlanta Ga., February 19, 1910

C. P. Neill,
Commissioner of Labor,
Washington, D.C.

Will you wire me care of New Kimball Hotel, Atlanta, your understanding of that part of article three drawn up by you in the Georgia Road strike, wherein it states that the ten white hostlers helpers shall be restored to their former position, with pay. Does this not mean that they were to receive pay for the time they were out off the hostlers helpers list. Will add this company is discharging white firemen and substituting negro as fast as they get the chance.

A. P. Kelly

511pm-

Interstate Commerce Commission Telegraph Blank

FOR GOVERNMENT BUSINESS ONLY

Washington, D. C.

February 21, 1910.

A. P. Kelly,
New Kimball Hotel,
Atlanta, Ga.

Telegram nineteenth received. My understanding of the agreement, with reference to the ten white hostlers' helpers, was that they were to be restored to their positions at the former rate of pay and that the ten men thus restored should not again be reduced in pay while they individually remained in service, nor were they to be displaced by negro helpers, irrespective of what the award of the arbitrators might be. I do not recall any understanding that they were to be paid for the time they were off the regular list.

Chas P Neill

12—80 Charge Government Rates; payable at office of Commission at Washington

Interstate Commerce Commission Telegraph Blank

FOR GOVERNMENT BUSINESS ONLY

Washington, D. C.

27

February 21, 1910.

A. P. Kelly,
New Kimball Hotel,
Atlanta, Ga.

Telegram nineteenth received. My understanding of the agreement, with reference to the ten white hostlers' helpers, was that they were to be restored to their positions at the former rate of pay and that the ten men thus restored should not again be reduced in pay while they individually remained in service, nor were they to be displaced by negro helpers, irrespective of what the award of the arbitrators might be. I do not recall any understanding that they were to be paid for the time they were off the regular list.

Board of Arbitration,
Interstate Commerce Controversies.

12—80

Charge Government Rates; payable at office of Commission at Washington

C.P.No.--W.

Department of Commerce and Labor
BUREAU OF LABOR
Washington

October 17, 1911.

Mr. Thomas J. Scott,

General Manager, Georgia Railroad,

Augusta, Ga.

My dear Mr. Scott:

I am trying to complete certain statistical data showing the operations of the Erdman Act, and I would like very much to have the mileage of the Georgia Railroad and the number of firemen and enginemen involved in the controversy on that road in May, 1909.

I would appreciate your sending me this information at your very earliest convenience.

With kindest regards,

I am, very truly yours,

Commissioner.

Georgia Railroad,
General Manager's Office, Augusta, Ga.
Thos. K. Scott,
General Manager

BUREAU OF LABOR
RECEIVED
OCT 20 1911
DEPT OF COMMERCE & LABOR

October 19, 1911. m

BUREAU OF LABOR
ANSWERED
OCT 27 1911
DEPT OF COMMERCE AND LABOR

Hon. Chas. P. Neill,
Commissioner of Labor,
Washington, D. C.

My dear Mr. Neill:

As requested in your letter of October 17th, I take pleasure in giving below the number of firemen and enginemen employed by the Georgia Railroad at the time of the firemen's strike in May 1909:

Engineers.....78
Firemen.....78
Hostlers..... 3

With kindest regards, I am

Very truly yours,

Thos. K. Scott
General Manager.

m

OCT 24 1911
DEPARTMENT OF
COMMERCE & LABOR

Department of Commerce and Labor

TELEGRAM

BUREAU OF LABOR
ANSWERED
OCT 27 1911
DEP'T OF COMMERCE AND LABOR

10-WU KN 29 D. H.

Augusta, Ga., Oct. 24-1911.

Hon. C. P. Neill,
Commissioner of Labor,
Washington, D. C.

Regret I onitted to state in my letter nineteenth that mileage of Georgia Railroad, in May, nineteen naught nine, was three hundred and three miles. Please pardon the oversight.

Thos. F. Scott.

12:28-pm

Forward
12-34P

Department of Commerce and Labor
BUREAU OF LABOR
Washington

October 27, 1911.

Mr. Thomas F. Scott, General Manager,
Georgia Railroad,
Augusta, Ga.

My dear Mr. Scott:

I beg to acknowledge with thanks receipt of your letter of October 19, giving the number of firemen and enginemen employed by the Georgia Railroad in May, 1909, and your telegram of October 24 giving the mileage of that road in May, 1909.

With appreciation of your courtesy in the matter,

I am, very truly yours,

Chas P. Neill

Commissioner.

Miscellaneous Data

Form No. 260.

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

24,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

ROBERT C. CLOWRY, President and General Manager.

Receiver's No.	Time Filed	Check

SEND the following message subject to the terms on back hereof, which are hereby agreed to.

Atlanta, Ga., May 27, 1909.

W.S. Brand, Supt. GaRR, Augusta, Ga.
To all Engineers, Union Point, Athens, Camak, Augusta and Macon

United States Postal authorities and United State Labor Commissioner and General Manager Scott have asked L. S. Davis and myself if the engineers would pull mail cars. Our answer was "we were ready at all times to carry out the terms of our contract when given protection" They have assured us the engineers moving the U. S. Mail would not be molested. You will therefore hold yourself in readiness to be called at any moment and fulfill your duty to the letter and if you are subjected to any insults or abuse wire me at once at Piedmont Hotel, Atlanta, Ga., also the officers of the company.

(signed) F. A Burgess
L. S. Davis.

☞ READ THE NOTICE AND AGREEMENT ON BACK. ☜

AFTER FIVE DAYS RETURN TO

BOX 282

BRUNSWICK, GA.

BRUNSWICK, GA.
MAY 28
8-PM
1909

150

Hon. Charles P. Neill,

Interstate Commerce Commission,

Atlanta, Ga.

Brunswick, Ga., May 28, 1909.

Editor "The Georgian":

In "The Georgian" of to-day you say: "The Georgian" has always to the best of its knowledge and ability given the negro a square deal". Then you go on to state that with the increased size and complication of the locomotive and the enormous increase in speed and size of trains pulled, the responsibility which a fireman is called on to shoulder is too great for a negro.

On these very same trains, pulled by these very same locomotives, in still greater proportion than the negro firemen, are negro postal clerks who rank in thoroughness and efficiency with their white associates and who stand high up among the very best in the service.

Does it not require a higher order of intelligence and efficiency to make a first class postal clerk than a first class fireman? Is the postal clerk's place not one of greater trust and responsibility with commensurately higher pay for the services rendered?

With the negro on these trains standing at the top as postal clerk, by what process of reasoning does "The Georgian" arrive at the conclusion that the negro on the same trains is racially unfit to be a fireman?

E. R. Belcher.

832

CONYERS
12 M
1909
MAY
29
GA.

F.A.Burgess.

C/O Ga. R R Firemen Brotherhood

Atlanta.Ga.

Conyers,Ga. May 28 1909.

F.A.Burgers.

Dear Sir.

Dont let any of your Men go out on any train on the Ga Rail Road with a negro fireman if they do they are likely to get hurt for we dont expect to let any negro pass Conyers fireing an engine if we can get a chance at Him with a winchester rifle. We cant throw a rock true bu we can throw a winchester rifle BALL to the spot and will do it.And while we are doing this we may hurt some of your Engin Men and we think best for them not to take any chancies. May not get a chance at them in day time with out being cought but we can do them at night.

Respectfully,

__-------

Leader Co^a of the
bush whack gang.

POSTAL TELEGRAPH COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

27 **TELEGRAM** 196

REGISTERED TRADE-MARK. DESIGN PATENT No. 36369.

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

Received at

(WHERE ANY REPLY SHOULD BE SENT.) Cor. Alabama & Broad Sts., Atlanta, Ga. (BELL TELEPHONE, 1000-CAL. ATLANTA 250)

10 LO. 1901B

115 ag cw 146 3 extra 155p

Macon Ga May 29-09

Chas P Neill, Commr of Labor Piedmont Hotel,

Atla nta Ga.

The Following resolutions adopted by Macon Chamber of Commerce and copy of same ordered sent to you.

Whereas, the unpleasantness and dispute between the Georgia railroad and its employers has assumed dimensions that are causing great hardships upon thepublic at large and whereas, Macon people and merchants are extensive patrons of the Georgia railroad and are therefore seriously affected be it resolved, that we, the Macon Chamber of Commerce, earnestly condemn the prolongation of the strike. The public welfare is superior to the indiviudal and we insist that the train service be reestablished. Arbitration we are informed has been proposed and we have the conviction that a good cause can always rely upon this course for a fair adjustment We do not attempt to place the blame but we do insist on service. We demand it in the name of the people.

Macon Chamber of Commerce,

H Burns Secty

EDGAR LEAVITT
ATTORNEY AND COUNSELLOR AT LAW
NOTARY PUBLIC
ROOM 201 TAJO BUILDING
[illegible] BROADWAY
[illegible] A 5995

OFFICE OF THE SECRETARY
RECEIVED
JUN 11 1909
DEPT OF COMMERCE AND LABOR

Comm Arm

THE WHITE HOUSE
JUN 3 1909
RECEIVED.

RESIDENCE
NO. 122 NORTH GLENDALE AVENUE
GLENDALE
SUNSET PHONE GLENDALE 1162

LOS ANGELES, CAL., May 29 1909

President Taft
Washington D. C.

OFFICE OF THE CHIEF CLERK
RECEIVED
JUN 11 1909
DEPT OF COMMERCE AND LABOR

Pardon me for suggesting that you avoid the color difficulty in the Georgia Ry strike by putting on white U.S. soldiers to run the mail trains.

Respectfully
Edgar Leavitt

OFFICE OF THE CHIEF CLERK
FORWARDED
JUN 11 1909
TO LABOR
DEPT OF COMMERCE AND LABOR

Form No. 260.

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

24,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

ROBERT C. CLOWRY, President and General Manager.

Receiver's No.	Time Filed	Check

SEND the following message subject to the terms on back hereof, which are hereby agreed to.

F. Je.

Lithonia, Ga. May 29th, 1909.

F A Burgess Asst Grand Chief B of L E

I hereby guarantee full protection to any engineer sent to Lithonia to move cars of a strictly perishable nature.

C. A. Morris,
Sheriff.

Cy T.K.Scott.

READ THE NOTICE AND AGREEMENT ON BACK.

Form No. 260.

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

24,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

ROBERT C. CLOWRY, President and General Manager.

Receiver's No.	Time Filed	Check

SEND the following message subject to the terms on back hereof, which are hereby agreed to.

27

Lithonia, Ga., 29th

Thos. K. Scott, Atlanta, Ga.

Sentiment here this AM is unchanged except that it is somewhat intensified by reason of yesterdays occurrence. Proposition was made to me last night by Sheriff Mayor and Prominent citizens that will permit the movement of all perishable freight here, but no other. In accordance with suggestions I have made a personal canvass of pratically every male citizen and am assured that this will be permitted. I communicated this to Mr. Patterson early this AM by phone and endeavored to reach Mr. Scott but failed. If necessary instructions are given me I can get all perishable cars to Atlanta as soon as one of the engines here can be steamed using Engr. Beasley who has personal assurances from the whole city a fireman from here and Condr. Pender and Crew these facts have been communicated to Governor by Sheriff Morris, and I am advised by him that the Governor thinks it a very feasible plan and is waiting some action on our part. An early reply indicating action desired by this Co. is requested.

916 AM

J. B. McLaughlin.

READ THE NOTICE AND AGREEMENT ON BACK.

ROBERT C. CLOWRY, President and General Manager.

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it REPEATED; that is, telegraphed back to the originating office for comparison. For this one-half the regular rate is charged in addition. It is agreed between the sender of delayed messages or delivery, or for mistakes or delays in the transmission or delivery of any UNREPEATED message, beyond the amount received or delivery, or for non-delivery of any message, beyond the amount received in the transmission or delivery, or for errors in any case where the claim is not presented in writing within sixty days after the message is sent to such office by one of the Company's authorized agents. No employee of the Company has any power or authority to forward any message over the lines of this Company, at the following rates, in addition to the usual charge for repeated messages, viz: one per cent. for payment of premium for any Company, for the following messenger, in the usual charge for any other Company, in addition to the usual charge for repeated messages, and if a messenger of the Company is accepted at one of its transmitting offices, and the agent of the Company, that said messenger, he acts for its transmitting offices, and the agent of the Company, that said delivered, a special free within charge will be made or stations be established. The Company will be delivered, a special free within charge will be made or stations be established. The Company will be delivered, a special free within charge will be made or stations be established. The Company will be

SPORTS INSIDE

THE ATLA

CLYDE LINE

To Prevent Delay

CLYDE LINE FREIGHT

From the East via Charleston, is being delivered into Atlanta via Southern Railway making express schedule time

MIGHTY FOTS WILL OUTFIT PANAMA

Dickinson Plans Defenses to Cost $70,000.

ODD FELLOWS IN CONVENTION

Gather in Thomasville From All Parts of State.

Thomasville, Ga., Nov. 26.—Thomasville is today host of Grand Lodge Odd Fellows gathered for the annual convention at the opera house this morning at o'clock this morning.

All day yesterday and last night visitors poured into Thomasville from all parts of the state. [illegible] visitors present were [illegible] estimated [illegible] urs in the city. [illegible] vided for [illegible] passed to [illegible]

Several days [illegible] in this city [illegible] tended to all [illegible] paring for the [illegible] All honor [illegible] charge of the [illegible] tion is [illegible]

The [illegible] ion following:

Grand [illegible] session of [illegible] Iowa hall [illegible] of-arts

The Rebekahs will [illegible] reception at the [illegible] to 5 p. m.

Zonah Rebekah [illegible] will entertain at the [illegible] 3:15 p. m.

A dance will [illegible] hall, to which [illegible]

THE ATLANTA GEORGIAN

SHOTS FIRED BY GUARD

Movement of Trains Still Held Up on Georgia.

Augusta, Ga., May 28.—General Manager Scott and Chief Counsel Cumming, of the Georgia railroad, are in Atlanta, and their absence in a measure removes all source of information regarding the status of the strike, inasmuch as the officials of the railroad in this city are concerned.

There is still no movement of trains. Monday night a crowd took a [illegible] from a moving freight train and carried it to the yards. [illegible] of the road.

O. Todd is dead, shot two shots [illegible] the sympathizers and one charge [illegible] stood a woman with a pistol [illegible] making good his escape to the [illegible] of the railroad yard [illegible] believed. Bring [illegible] suspect. Upon applying at the [illegible] and inquiring [illegible] Felton [illegible] Georgia [illegible] run very high.

At [illegible] talked with Co[illegible]

Gather in Thomasville From All Parts of State.

Thomasville, Ga., May 26.—Thomasville is today host of Georgia Odd Fellows gathered for the three days' convention of the order, which met at 9 o'clock this morning.

All day yesterday and last night visitors poured into Thomasville from all parts of the state. When the convention opened this morning it was estimated that there were 1,500 visitors in the city. Homes had been provided for 1,000 and the city was prepared to take care of even more.

Several days ago the Odd Fellows in this city opened quarters and attended to all preliminary work of preparing for the convention in the Mitchell house block. T. J. McCartney is in charge of the office and W. B. Hembleton is acting secretary.

The official program of the convention follows:

Grand encampment will open its session at 9 o'clock a. m. at Odd Fellows hall, corner of Broad and Fletcher-sts.

The Rebekahs will hold an informal reception at the Mitchell house, 6:30 to 8 p. m.

Yonah Rebekah drill team, of Macon, will entertain at the opera house at 8:15 p. m.

A dance will be given at the Elks hall, to which the visiting Odd Fellows and Rebekahs are especially invited at 9 o'clock p. m.

Canton Brunswick No. 4 will meet informal reception at the Mitchell house immediately after entertainment at opera house.

Friday, May 26.

9 a. m.—All past grands of the order who have not received the grand lodge degree will be instructed in this degree at Odd Fellows hall, corner of Broad and Fletcher-sts.

9:30 a. m.—The grand lodge will be escorted to the opera house on West Jackson-st, where the grand lodge will hold its daily session at 9 a. m.

The Rebekah assembly will hold their meeting at the same hour at the Elks hall. The Rebekah degree contest will take place at the Elks hall at 3 p. m.

The subordinate degree teams will put on their work at the opera house at the same hour.

Prize drill by Cantone on Broad-st. at 4 p. m.

Thursday, May 27.

Grand lodge will convene at 9 a. m.

The Rebekah assembly will convene at their hall at the same hour.

WANT NEXT CONVENTION OF ODD FELLOWS

Brunswick, Ga., May 26.—The Brunswick Odd Fellows, armed with resolutions from the mayor and council of Brunswick, the Board of Trade, the Ra-

How's That

We offer One Hundred Dollars Reward for any case of Catarrh that cannot be cured by Hall's Catarrh Cure.

F. J. CHENEY & CO., Toledo, O.

We, the undersigned, have known F. J. Cheney for the last 15 years, and believe him perfectly honorable in all business transactions and financially able to carry out any obligations made by his firm.

WALDING, KINNAN & MARVIN, Wholesale Druggists, Toledo, O.

Hall's Catarrh Cure is taken internally, acting directly upon the blood and mucous surfaces of the system. Price 75c per bottle. Sold by all druggists. Take Hall's Family Pills for constipation.

There are to be three batteries on the Pacific side. Lying off the mouth of the canal are fifteen islands, and three selected for the fortifications are between 10 and 15 miles off shore. They are Flamenco, Culebra, and Naos islands. On the coast line at each side of the canal mouth there will be batteries also situated at Ancon and San Juan. The estimated cost of these fortifications without equipment will be $5,500,000.

Six miles up the canal from the Pacific ocean there is to be a secondary battery. This will command the principal lock at Pedro Miguel and the estimated cost will be $500,000. At Culebra, about the middle of the ditch, a military post will be constructed at a cost of $250,000.

Mighty Guns on Atlantic Side.

On the Atlantic side the defenses will be much more simple. A range of hills runs down to the sea, commanding the entrance to the canal. Upon them at El Bocca point, modern batteries will be constructed at a cost of $2,500,000. It is planned to mount in these fortifications more than 50 of the highest power disappearing guns. None of these will be less than 13-inch caliber and they will run as high as 16 inches in the main batteries. The secondary batteries will be of lower caliber, but they will be more numerous.

Mr. Dickinson is the newest convert to the lock type of canal across the isthmus. He was formerly an advocate of the sea level type, but admits now that his earlier conviction was wrong.

It developed today that the Panama railroad will practically be abandoned when the canal is completed. Almost all its traffic consists of freight carried between Panama and Colon for trans-shipment and when this traffic is taken thru the canal in ships, the road may be transformed into an electric line for carrying of passengers and light freight. Secretary Dickinson expects that the canal will [illegible] freight traffic by [illegible]

SUMMER EXCURSION RATES

TO NEW YORK, BOSTON, BALTIMORE, PHILADELPHIA AND THE EAST, VIA SAVANNAH AND STEAMSHIPS.

On and after May 28 the Central of Georgia railway will sell summer excursion tickets to New York, Boston, Baltimore and Philadelphia and points in the East, at very low rates for round trip. Atlanta to New York $[illegible]; Boston $[illegible]; Baltimore $[illegible]; Philadelphia $[illegible]; meals and berth [illegible] according rates [illegible]

Tickets are good to return until October 31, 1909.

For schedules, routes, time, sleeping car reservations, etc., call on Central of Georgia railway agent, or address W. Wood, Division Passenger Agent, corner Peachtree and [illegible] Atlanta, Ga.

Short Items

[illegible]

with a greater sense of pride in the people of Georgia. I at first doubted the wisdom of this meeting, because on such occasions there is always the temptation to intemperate utterance, but I can sincerely say that I have never seen a meeting conducted with a higher degree of decorum or a more decent sense of civic righteousness."

Mr. Alexander said that he hesitated to come to the meeting because he held an official position in the state and in such capacity might have to pass on the failure of the Georgia road to carry on its business under its franchise from the state. He said that he had nothing but the kindest feelings for the negro but did not believe it best for either race that the negro should strive against the white man in an industrial contest.

Mr. Alexander said he had great respect for the character and ability of Thomas K. Scott, general manager of the Georgia road, but that Mr. Scott had made a mistake in the message he sent Governor Smith.

"Mr. Scott," said Mr. Alexander, "addressed the governor of this state in terms of reprimand and made a public intimation that he was aiding in the violation of the law—this was unjust and ought not to have been done. If there was any truth in this charge against the governor I say to you that I would introduce articles of impeachment against him when the legislature meets next June. I say this with the fullest belief that the governor did not shrink in the slightest from doing his duty in the protection of the law from violation."

During his speech James L. Mayson was asked by one of the audience, "What will be the result in the Southland if the negro should win in this fight?"

"If the negro won in this fight," replied Mr. Mayson, "and it meant the negroes were gradually to take places of white men in business, the South would disappear and there would be nothing left for the white man."

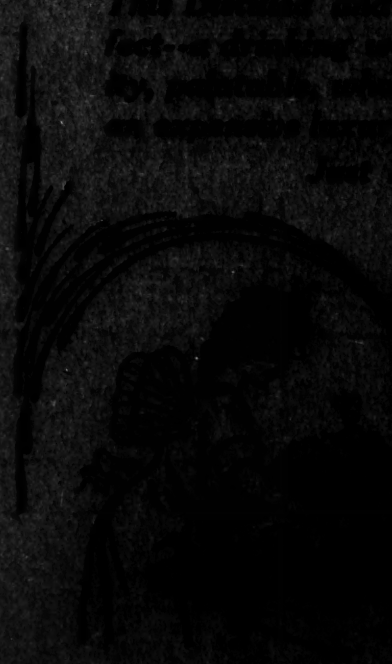
"This fight will go on," said Tom President Hall, of the Firemen's Brotherhood, "so long as we have funds and can make assessments to maintain it. We already have six hundred thousand dollars and as much more when we need it. For two years we can keep it up if necessary. The fight against the negro should not [illegible]

[illegible]

Bon

NO DIRT NO GERMS

This Distilled and Aerated [illegible] is absolutely free from [illegible] and impurities, and is [illegible] Just Pure Water



arms. Meanwhile the fireman ran, making good his escape to the shelter of the railroad round house, and Todd followed, firing one shot at his pursuers. Upon arriving at the round house, he was arrested by the police and locked up on a charge of carrying concealed weapons, shooting at another and inciting riot. Later he gave bond.

Following this excitement a mob gathered at the union station and jeered General Manager Scott as his private car pulled out over the Central. He retaliated by stepping out on the platform and hissing at the crowd.

Vice President Kelly will probably go to Thomson today to look over the situation, as the feeling there is said to run very high.

An exchange of mails by automobiles has been arranged between the Thomson and Augusta postoffices.

CONFERENCE MAY SETTLE THE STRIKE

Continued from Page One.

talked with Commissioner Neill, while Mr. Bell, promptly on receipt of the governor's invitation Monday, named his men and announced he was perfectly willing to meet Mr. Scott and his representatives in consideration of their differences.

Willing to Submit it.

"Our case is such that I have no hesitancy at all in bringing it openly before the honorable Georgians" [illegible] Bell to a Geor-

[illegible] that I have not given out any information of this sort. In the first place, it would not be the thing to do at this [illegible] and in the second place, I could [illegible] even if I wished to. At the [illegible] meeting in which it was decided to order this strike certain lines [illegible] for my guidance along [illegible] instructed to proceed to [illegible] with the railroad.

embodies finest material and workmanship, and is equal to highest priced instruments.

It has full metal frame, overstrung bass, copper wound strings; the full, clear, sweet "singing" tone found only in the best pianos—case in several superb designs, in mahogany, oak or fancy walnut. It is guaranteed for a lifetime.

If the head of family dies we cancel club contract and the piano is yours without payment of another cent, and remember that with all this high quality—all insurance against loss, we teach you music free. A stool and scarf are given free with every piano.

Write us at once for an application blank and complete description of different styles of pianos. We will select a piano of just the exact style and wood you desire. We will see that you get a perfect instrument in tone and action.

Write for full information at once—club is now forming.

LUDDEN & BATES SOUTHERN MUSIC HOUSE
63 Peachtree-st., Atlanta, Ga.

35 H. P. Gas Engine, New

We have a 35-horsepower Foos Engine that has never been used. The parts have never been unboxed.

We purchased it for emergency power.

In our new building we will have everything in duplicate and have no need of the Engine.

It can be had at a very reasonable price and on an [illegible]

[illegible] see it at our office on [illegible]

Columbia. Hartford.

GUS. CASTLE

AGENT

BICYCLES

The Atlanta Journal.

(Every Day in the Year.)
Entered at the Postoffice in Atlanta as Second Matter of the Second Class.

JAMES R. GRAY,
Editor and General Manager.

SUBSCRIPTION PRICE:
Daily
In the United States and Canada:
One Year
One Year
One Year

ARBITRATION THE ONLY SOLUTION?

We wish to commend the [illegible] by the Georgia [illegible] the Georgia [illegible] weakness and of [illegible] making [illegible] that they will grant [illegible] Strike which is [illegible] company, of the Georgia [illegible] Board of Conciliation [illegible] greater [illegible] so far [illegible] has been [illegible] is to offer [illegible] mediation is to propose [illegible] Case as we now have. We [illegible] that [illegible] any arbitration [illegible]

Meanwhile [illegible] of the Georgia road [illegible] people were [illegible] railroads for the [illegible] the time [illegible] water and [illegible] suffering [illegible] are not [illegible] on account of [illegible] appeal [illegible] of [illegible] the [illegible]

We [illegible] principle [illegible] other, [illegible] employers [illegible] We [illegible] about [illegible] situation [illegible] things [illegible] form of [illegible] [illegible] grade [illegible] [illegible] ability [illegible] working [illegible] moment. We [illegible] method of [illegible] method [illegible]

There [illegible] The [illegible] about [illegible] for any [illegible]

Arbitrate. Arbitration is the only [illegible] controversy.

The [redacted] Sun.

WEDNESDAY, MAY 16, 1900.

[redacted]

Subscription by Mail, Postpaid.

DAILY, Per Month ..... [illegible]
DAILY, Per Year ..... [illegible]
SUNDAY, Per Year ..... [illegible]
DAILY AND SUNDAY, Per Year ..... [illegible]
DAILY AND SUNDAY, Per Month ..... [illegible]

Postage to foreign countries added.

All checks, money orders, etc., to be made payable to THE SUN.

Published by Sun Printing and Publishing Association, [illegible] Nassau Street, New York. President and Treasurer, [illegible]; Secretary, [illegible]; Vice-President, [illegible];

an article prepared by Maj Cummings for the press but withheld at my request, as it could only hamper negotiations to carry on the war in the press

CPM

It is due to all parties concerned, especially the public, that they be given a clear account, as concise as the nature of the case will permit, of the Georgia Railroad's firemen strike and its incidents:

The trouble commenced in the Atlanta Terminals of the Georgia Railroad, which are also used by the Atlanta & West Point and the Louisville & Nashville. They operate these Terminals jointly through a Board composed of one representative of each company. The decision of any question concerning the general management or its policy, requires, in accordance with the operating contract, a unanimous vote of the Board.

About April 30th, the General Superintendent of the Terminals, in pursuance of a necessary policy of re-trenchment, discharged ten white "hostler helpers", who were receiving $1.75 per day and supplied their places by a like number of negroes receiving $1.25 per day. Retrenchment, made necessary by the dulness of business and the low rates which the railroads are permitted to charge, was the sole motive for their discharge.

What is a "hostler helper"? He is a man who goes on the engine with the "hostler" when the latter takes the engine out of the round house to be attached to a train to go out on a run, or bring to the round house an engine, which has just brought in a train. The functions of a "hostler helper" are to see that the fire in the engine doesnot go out between the round house and the train, which it is about to take out or has just brought in; to turn the switches as it passes through the yard and to flag any grade public crossings which are passed between the train and the round house. These duties are not those of skill and can be performed by any able bodied man, who has any intelligence at all.

If the negro is to be employed in train service at all, there is no position in that service better suited to his capacity.

The white hostlerhelpers are not firemen, but are or may be members of the "Firemen's and Enginemen's" Brotherhood.

Consideration of the complaint of their discharge was delayed by absence of members of the terminal board above mentioned. It is not meant in this connection to intimate that the action of that board would have been favorable to the discharged hostler helpers; nothing is intended to be intimated on this point one way or the other. The fact is mentioned as one of the facts in this statement, which is intended to be correct and comprehensive, that while consideration of this complaint was pending, the firemen raised a new issue - to-wit, the "seniority" of negro firemen. What is this "seniority"? All firemen, white and negro, are under the same rule - which is immemorial and not new - by which certain advantages is gained by length of service -- the advantage consisting in being assigned to a better "run" than those "runs" open to firemen who have served a shorter time. This is the full measure and the extreme limit of the benefit of "seniority". On the other hand the negro fireman however much his seniority and however great his proficiency ~~gets~~ gets ~~always~~ about 30 percent less pay than the youngest white fireman. Again the work of a fireman is very laborious, is drudgery pure and simple. No white fireman would engage in it at all except as a stepping stone to the position of engineer. To this position the negro fireman can never aspire. Under no conceivable circumstances can he be promoted to the position of engineer; he does not "block" or stand in the way of any white fireman.

A demand was made on General Manager Scott to do away with the established practise of "seniority" so far as it applied to negro firemen and gave them the benefit above mentioned. On his refusal to comply with this demand a strike of the white firemen was ordered and 48 hours (of which the first 24 were Saturday night and Sunday) was given to Mr Scott. He immediately set to work

to supply the places of the strkking white firemen with white men only and had no difficulty in doing so.

In the mean while the false cry had been raised of "negro equality", which grew into the slogan of "negro supremacy". This greatly excited and inflamed portions of the population who were un-informed and who were misled by this appeal to race feeling. Great crowds assembled at various stations on the line of the railroad, ejected the firemen,whether white or negro, from the engines and in some instances beat them severely. The management of the railroad endeavored to meet this trouble by putting guards - white men - on the engines to protect the firemen; but these guards were likewise rough-handled by the mob. The result was that all the trains were more or less interrupted from the first and many tied up on the line of the road on account of the expulsion of the firemen from the engines. Appeals were made to the local authorities to protect the railroad in the operation of its lawful and quasi public business, which was being conducted in a perfectly lawful manner. In almost every instance the local authorities expressed their total inability to protect the firemen at their respective towns and villages. To these expressions there was one notable exception: Sheriff Brinkley of Warren County in person undertook to protect a fireman on the Macon Branch in the dischatge of his lawful business , himself mounted the engine and the train under his protection went safely from Camak to Macon and returned.

All this time the engineers remained at their posts and their chief Mr Fred A Burgess announced publicly that they would continue to run the trains as long as they were safe from the violence of the mobs at the stations and on the line of the railroad and the railroad observed its contract with them; but that when he became satisfied that they were x in danger from unlawful violence, they would be at liberty to decline to take out trains . After two of the engineers had been injured by such violence, all engineers were notified by him that they were not requiredto run the engines. The

necessary result was that all trains on the road were stopped running. Since such stoppage the position taken and held by Mr Burgess is that the engineers are ready to operate their engines as soon as they are guaranteed against the dangers resulting from mob violence. Of course the railroad management, unsupported and abandoned by the civil and military authorities of the State, cannot give them such guaranty.

Early in the mob stage of the strike themanagement of the railroad called on Governor Smith as the law appointed and law directed conservator of the peace of the State to restore order and protect the railroad in the transaction in a lawful way of its lawful business by all the means which the law put at his disposal primarily for that purpose. In response to such appeals the Governor sent messages to local authorities directing them to preserve order, but for some reason these messages bore absolutely no fruit, except that Sheriff Clark of Richmond County, mainly through the police of the City of Augusta, kept down some of the manifestations of ~~the~~ mob violence, butnot sufficiently to save from violence firemen in the railroad yards at that place engaged in their lawful occupation.

On Tuesday May 25th, General Manager Scott went to Atlanta on the invitation of Commissioner of Labor Neill, whom, together with Chairman Knapp of the Interstate Commerce Commission, as the official mediators under the National "Arbitration Act", Mr Scott had requested to mediate between the striking firemen and the railroad management. After this application to Messrs Knapp and Neill and their acceptance and arrangement made for Commissioner Neill to come to Atlanta, the Governor, on the recommendation of ~~the~~ Attorney General Hart, had proposed a board composed of six Georgians to investigate the controversy and to make recommendations in reference to it to the parties, and this proposal had been accepted by the representative of the firemen, and acted on to the extent of naming three gentlemen for the board. When in the interview, to be hereinafter ~~referred to~~ mentioned, between the Governor and Mr Scott,

this subject wasmentioned, the latter took the position that he could not with proper regard for the proprieties of the occasion entertain it while action by the official mediators above mentioned was pending.

Tuesday, the 25th, Mr Scott called on the Governor and requested him to issue a proclamation which had been prepared and which he had with him. When this paper was handed to the Governor the statement was made to him that of course there was no intention to dictate to him the form and language of the proclamation; that it was presented in this way only as a convenient method of making clear the wish of the railroad management; and that the request was that a proclamation acceptable in form to the Governor and in substance commanding the peace and providing for the restoration of law and order, be issued by him. Among the recitals preceding the proclamation were the following:

Whereas, the laws of Georgia, Criminal Code, sections 123, 124 125 and 126 provide that:

If any person or persons, by threats, violence, intimidation, or other unlawful means, shall prevent or attempt to prevent any person or persons in this State from engaging in, remaining in, or performing the business, labor or duties of any lawful employment or occupation, or

Shall prevent or conspire to prevent, or attempt to prevent, singly or together or in combination by threat, violence or intimidation any person or persons, from engaging in, remaining in or performing the business, labor or duties of any lawful employment or occupation, or

Shall singly or by conspiring together, hinder any person or persons who desire to labor from so doing, or hinder any person by threats, violence or intimidation, from being employed as laborer or employee, or

Shall hinder the owner, manager or proprietor for the time being from controlling, using, operating or working any property in any lawful occupation, or shall hinder sich person from hiring or

employing laborers or employeexs, such offenders shall be guilty of a misdeamenor and punishable by a fine not to exceed $1,000.00, imprisonment in jail not to exceed six months, or labor on the chain-gang not exceeding twelve months, or any one or all of these penalties;

And whereas letters and telegrams have been filed in the Governors office alleging that all the foregoing penal statutes have been and are being violated, by divers persons at numerous points on the Georgia Railroad, that there is a strike now prevailing on said Georgia Railroad on the part of about seventy fireman and that other firemen are prevented from filling their places and the Company prevented from hiring other firemen to take their places by threats, intimidation and other unlawful means, that this violence and unlawful conduct cannot be overcome by said Georgia Railroad and that the said unlawful conduct, violence and intimidation render it not only unsafe but impossible for said Georgia Railroad to forward freight; and

Whereas the said Georgia Railroad has alleged these violations of law to be true and has alleged its inability to carry on its lawful business by reason of such unlawful acts, and claims that under the law and the facts set out no liability attaches to it for loss or damage on account of delay in forwarding freight under section 2283 of the Code;

~~Now~~ The proclamation proper was as follows:

Now therefore inasmuch as the Constitution of Georgia makes it the duty of the Governor to "take care that the laws are faithfully executed and shall be a conservator of the peace throughout the State" and inasmuch as the maintenance of all the laws of the State is a paramount duty of its officers, and in order to protect all property rights, including those of shippers of freight who might sustain irreparable loss under section 2283,

I, Hoke Smith, Governor of the State of Georgia, do issue this my proclamation, warning all persons that all violators of these criminal statutes, herein mentioned, will be prosecuted to

the full extent of the law, and I hereby call uponall Solicitors, Sheriffs and all other officers charged with the enforcement of the law of the State, to see to it that these several statutes are faithfully executed, and said officers are further and especially charged and commanded to see to it that no person wishing to work for the Georgia Railroad shall be denied that right or interfered with in its exercise, and to use all needful force to furnish such protection; and further promptly to notify me if the means of protection at their disposal are insufficient so that further measures of protection may be provided.

Done at the Capitol, in Atlanta, this the 25th day of May, Anno Domini, 1909, and of the Independence of the United States of America the one hundred and thirty-third."

The paper presentedby Mr Scott was, at the Governors direction read aloud and handed to him.

It was evident from the first that the Governor would not issue the proclamation, thought he did not in this interview explicitly say so. A fair summary of his objections is : He believed the local authorities could and would preserve order. He ~~thought~~ thought that it was the duty of the railroad management to quiet the disturbance by yielding the demands of the strikers; but that while it was certainly his paramount duty to preserve order and to protect from violence citizens engaged in lawful avocations, and that he would do this in ordinary cases, this was an extraordinary case in which a powerful force, the race feeling, was at work, with which the strength of the State could not co-operate successfully; that an attempt to restore order by force would only make the disorder spread and lead to much bloodshed; and that worse consequences would flow from an attempt to enforce the law than to let it be violated.

The Governor not having distinctly declined to issue the proclamation, Mr Scott called again on the Governor. In this interview, which may be regarded as single though divided into two parts

by a recess and adjournment from the Governor's office to his residence, there was much talk about the situation, but it is not considered proper in this paper to deal with anything except the official acts and utterances of the occasion. The interview so far as its official features were concerned ended thus: Mr Scott started to ask the Governor for his final decision as to issuing the proclamation. Before the question was finished, but when enough of it had transpired to indicate what was coming the Governor with great vociferation and much heat, said "NO"! He added that others must take the responsibility of bloodshed.

Of course under these circumstances there was nothing left for the Georgia Railroad but either to surrender its plain legal rights and conduct its business as dictated by lawless aggregations of people or stop all operations until the controversy between it and its white firemen is brought to some conclusion by some orderly proceeding. At this writing the controversy is where the Georgia Railroad, acting under the only law in existence in the land on the subject of arbitration, has placed it in the mediation of the board appointed for that purpose by the act of Congress known as the "Arbitration Act" or Erdman Act. The Georgia Railroad would be much pleased to operate during such mediation, but cannot do so if exposed to lawless violence.

Company application, March 9, 1911.
Mediation agreement, March 25, 1911.

BUREAU OF LABOR
RECEIVED
MAR 10 1911
DEPARTMENT OF COMMERCE AND LABOR

L 43 - Med. Act - Fed. Act

Department of Commerce and Labor

TELEGRAM

VIA WESTERN UNION

TWU A C 189 DH 10x

Cincinnati, Ohio., March 9, 1911.

Hon Charles P. Neill,
Commissioner of Labor,
Washington, D. C.

The white firemen employed by the Cincinnati, New Orleans and Texas Pacific Ry Co, gave notice late last night of their purpose to leave the service of the company at five thirty p.m. Thursday March nineth. This is the result of a controversy concerning conditions of employment which has arisen between the Cincinnati New Orleans and Texas Pacific Railway Company and the firemen employed by it threatening to interrupt the business of said Co, and said Co, requests that you endeavor to settle the same under the Act of Congress approved June first, eighteen ninety-eight, commonly known as the Erdman Act. The names of the Committee representing the firemen are as follows; H. O. Treat, Acting Vice President Brotherhood of Locomotive Firemen and Engineers, J. T. Payne, General Chairman, J. L. Fetterman, Secretary and Treasurer. G. A. Odgenwald, Vice Chairman and J. Langdon, Member of Committee address of all named Rand Hotel, Cincinnati, Ohio. In view of the emergency immediate action is requested. Please telegraph Charles P. Neill, Judson C. Clements and Martin A. Knapp, Board of Mediation.

T. C. Elwell,
Vice President The Cinti New Orleans and Texas Pacific Ry Co.

905am, March 10, 1911.

Duplicate of this telegram addressed to Hon Martin A. Knapp Presiding Judge Interstate Commerce Commission

Time of receipt of Judge Knapp's telegram [illegible]

13- 22 Ry A

Judge Martin A. Knapp,

Washington, Mar 10, 1911

Manhattan Hotel, Care A.S.Thweatt,

As I told you on the telephone, firemen on the [illegible] went on strike at Danville, Chattanooga, Louisville and [illegible] o'clock last night, and at Cincinnati at eight last night. [illegible] their action is a demand they make that all firemen [illegible] discharged or transferred within ninety [illegible] hired as firemen or hostlers. A situation has [illegible] by section two of the Erdman Act and the [illegible] missioner of labor to put yourself in communication [illegible] controversy and use your best efforts by mediation [illegible] bly settle the same and to avert the other [illegible] For your information I will state that the [illegible] in charge of the strike is Mr H.C.Foust, whose [illegible] ti. Ohio It might be desirable for you first to [illegible] him and if the situation cannot be thus [illegible] Carter, Grand Master of the Brotherhood of [illegible] Peoria Ills. Inasmuch as commissioner Neill is absent in [illegible]

be necessary for us to ask you to go to Cincinnati at your earliest
venience, but I venture to hope that you may be able to arrange the
ation by telegraph without putting you to the inconvenience of the
I will talk with you on the telephone again as heretofore arranged
o'clock today

Alf ed P. Thom..lis P.M.

RUSH!

UNITED STATES COMMERCE COURT TELEGRAM.

Washington,
March 10, 1911.

To

Hon. Martin A. Knapp,
Manhattan Hotel,
New York City.

T. C. Powell, vice president, the Cinti, New Orleans & Texas Pac Ry Co. wires: quote The white firemen employed by the Cincinnati, New Orleans and Texas Pacific Ry. Co., gave notice late last night of their purposeto leave the service of the company at five thirty p. M., Thursday, March ninth. This is the result of a controversy concerning conditions of employment which has arisen between the Cincinnati, New Orleans and Texas Pacific Railway Company and the firemen employed by it threatening to interrupt the business of said company and said companyrequests that you endeavor to settle the same under the Act of Congress approved June first, 1898, commonly known as the Erdman Act. The names of the Committee representing the firemen are as follows: H. O. Treat, Acting Vice President Brotherhood of Locomotive ~~Engineers~~ Firemen and Engineers J. T. Payne, General Chairman, J. L. Fetterman, Secretary and Treasurer. G. A. Odgenwald, Vice Chairman, and J. Lumpkin, member of committee. Address of all named Rand Hotel Cincinnati, Ohio. In view of the emergency immediate action is requested. Joint to Messrs. Chas. P. Neill, Judson C. Clements, and Martin A. Knapp, Board of Mediation. end quote.

Above telegram, has not been repeated to Commissioner Neill.

G. F. SNYDER.

OFFICIAL BUSINESS.
GOVERNMENT RATES.
CHARGE TO APPROPRIATION FOR ~~U.S. COMMERCE COURT, 191~~ Interstate Commerce Commission.

STRIKE.

Statement of The Firemen's Position

IN THE STRIKE NOW ON

on the C. N. O. & T. P. Ry.

July the 1st, 1910, a contract was entered into with the said Railway which gave to white firemen preference to "work, runs and promotion."

The said Railway Company lived up to this contract absolutely until about November, 1910, when a negro fireman was placed on a preferred freight run between Chattanooga and Oakdale.

The Firemen's Local Committee made protest to Mr. W. T. Caldwell, Superintendent at Danville, Ky., against this violation of their contract, with the result that the negro fireman was removed from this preferred run and a white fireman, two years junior to the negro in service, was placed on the run.

The next violation of this contract occurred about January 3rd, 1911, at which time three negro firemen were given preferred runs, one on passenger and two on freight runs.

Protest against this action was immediately made by the Firemen's Local Committee, and failing to adjust the matter with local officials, the Firemen's Committee took up the matter with Mr. H. Baker, General Manager, who said that he would render a decision in the case within five days.

The Committee patiently waited Mr. Baker's decision for a period of two weeks, and then, hearing nothing from him, they took the matter up with him through the Firemen's General Committee on February 3, 1911, at which time Mr. Baker stated that it was his intention to give the negro fireman rights over the white fireman, as he was oldest in the service of the Company, and he considered the negro firemen the equal of white firemen in merit and ability, and some were better than white firemen.

The Committee thereupon said to Mr. Baker that this was a departure from all past practice as well as a direct violation of their then existing contract.

The Committee, being assured by Mr. Baker that this was his final decision, then referred the matter to the Grand Lodge of the Brotherhood of Locomotive Firemen and Enginemen, and thereafter Vice-President H. O. Teat was assigned to the case, with authority to make a full investigation and endeavor to secure a proper adjustment.

February 24th Mr. Teat, accompanied by the Committee, met Mr. Baker on this matter, and he again stated his intention to give negro firemen preferred runs so long as he was General Manager of the road, and regardless of the white firemen's contractual rights and all past practices of the Company, he could not be moved from this position.

The Committee, feeling that relief from this unjust and discriminating violation of their contract might be secured by appealing to higher officials, presented this matter to Mr. T. C. Powell, Vice-President of the Company, on February 25th, 1911.

Mr. Powell stated to Mr. Teat and the Committee that this matter was new to him and he would have to investigate, but later on the same day he said the Company could not run the railroad without negroes, and he sustained the decision of Mr. Baker.

Desiring to take every step to avoid trouble, and having confidence in the highest official's desire that all contracts made with employees should be carried out in every particular, the Committee sought and obtained an audience with Mr. W. W. Finley, President of the Company, at Washington, D. C., on March 2nd, 1911.

After fully stating the matter to Mr. Finley, in the presence of Mr. T. C. Powell and Mr. E. J. Coapman, he stated that while the Committee's contention was correct, still the rule was subject to two interpretations, and he would sustain the ruling of his subordinate officials.

Obtaining no redress by these appeals, the Committee then voted the white firemen on the road on the question of a strike to secure their rights under their contract, and all white firemen, realizing that the policy announced by the Railroad Company meant their entire displacement from preferred runs, because such runs would be filled by negroes, voted unanimously for a strike.

Upon the receipt of the strike vote indicating the wishes of the white firemen, the Committee gave notice to Mr. T. C. Powell that, unless former conditions and privileges enjoyed by the white firemen

under the provisions of their contract were restored, the white firemen would withdraw from the services of the Company to compel recognition of their contractual rights.

The white firemen left the service of the Company on March 9, 1911, and the strike is still in effect, and it is a fight to secure to young white men of the South an opportunity of following the occupation of locomitive firemen without being compelled to go North or West to secure employment.

This statement is made in order that the public may understand the true conditions and not be deceived by statements calculated to mislead.

J. L. PAYNE, *General Chairman.*

J. L. FETTERMAN, *Secretary-Treasurer.*

G. A. ODENWALD, *Vice-Chairman.*

Approved.

H. O. TEAT,

Vice-President.

ALLIED PRINTING TRADES UNION LABEL COUNCIL CINCINNATI, O. 46

The Committee thereupon said to Mr. Baker that this was a de-rture from all past practice as well as a direct violation of their n existing contract.

The Committee, being assured by Mr. Baker that this was his final cision, then referred the matter to the Grand Lodge of the Brother-od of Locomotive Firemen and Enginemen, and thereafter Vice-esident H. O. Teat was assigned to the case, with authority to make full investigation and endeavor to secure a proper adjustment.

February 24th Mr. Teat, accompanied by the Committee, met Mr. ker on this matter, and he again stated his intention to give negro emen preferred runs so long as he was General Manager of the ad, and regardless of the white firemen's contractual rights and all st practices of the Company, he could not be moved from this sition.

The Committee, feeling that relief from this unjust and discrimi-ting violation of their contract might be secured by appealing to gher officials, presented this matter to Mr. T. C. Powell, Vice-resident of the Company, on February 25th, 1911.

Mr. Powell stated to Mr. Teat and the Committee that this matter as new to him and he would have to investigate, but later on the me day he said the Company could not run the railroad without egroes, and he sustained the decision of Mr. Baker.

Desiring to take every step to avoid trouble, and having confidence the highest official's desire that all contracts made with employees ould be carried out in every particular, the Committee sought and tained an audience with Mr. W. W. Finley, President of the Com-any, at Washington, D. C., on March 2nd, 1911.

After fully stating the matter to Mr. Finley, in the presence of r. T. C. Powell and Mr. E. J. Coapman, he stated that while the ommittee's contention was correct, still the rule was subject to two terpretations, and he would sustain the ruling of his subordinate ficials.

Obtaining no redress by these appeals, the Committee then voted e white firemen on the road on the question of a strike to secure eir rights under their contract, and all white firemen, realizing that e policy announced by the Railroad Company meant their entire dis-lacement from preferred runs, because such runs would be filled by egroes, voted unanimously for a strike.

Upon the receipt of the strike vote indicating the wishes of the hite firemen, the Committee gave notice to Mr. T. C. Powell that, nless former conditions and privileges enjoyed by the white firemen

under the provisions of their contract were restored, the white firemen would withdraw from the services of the Company to compel recognition of their contractual rights.

The white firemen left the service of the Company on March 9, 1911, and the strike is still in effect, and it is a fight to secure to young white men of the South an opportunity of following the occupation of locomitive firemen without being compelled to go North or West to secure employment.

This statement is made in order that the public may understand the true conditions and not be deceived by statements calculated to mislead.

J. L. PAYNE, *General Chairman.*

J. L. FETTERMAN, *Secretary-Treasurer.*

G. A. ODENWALD, *Vice-Chairman.*

Approved.

H. O. TEAT,

Vice-President.

ALLIED PRINTING TRADES UNION LABEL COUNCIL CINCINNATI, O. 46

Form 1 M.T.

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

25,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case beyond the sum of Fifty Dollars, at which, unless otherwise stated below, this message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission. This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

NUMBER	SENT BY	RECV'D BY	CHECK
5 My	BC	434 Dn	

RECEIVED AT New Manhattan

DATED Cincinnati O 10 Mar 10 1911

TO Hon Martin A Knapp
Chief Judge Court of Commerce
C/o Mt Ony

Your ~~divise~~ point of difference between the Cincinnati New Orleans & Texas Pacific Railway Co and its firemen is as to the interpretation of the first two sections of Article eighteen of Schedule of Wages & Regulations which became effective July first nineteen ten which

MONEY TRANSFERRED BY TELEGRAPH

CABLE OFFICE

SEE OTHER SIDE FOR TELEGRAM

Domestic and Foreign Money Orders by Telegraph and Cable

THE WESTERN UNION TELEGRAPH COMPANY
INCORPORATED

THE LARGEST TELEGRAPHIC SYSTEM IN THE WORLD.
OVER ONE MILLION MILES OF WIRE IN THE UNITED STATES AND CANADA.

It has over 25,000 Telegraph Offices, including Branch Offices.

It has also Direct Connection by Telegraph or Telephone with many more remote and smaller stations, making a total list of 60,000 in the United States, Canada and Mexico, and this number is rapidly increasing.

SEVEN ATLANTIC CABLES

Connecting North America with all points in Europe and beyond, including Two Cables of the American Telegraph and Cable Company, Four Cables of the Anglo-American Telegraph Company, and One Cable of the Direct United States Cable Co.

Direct Wires to Galveston, Texas, connecting at that place with the Cables of the Mexican, the Central and South American Telegraph Companies for all points in Mexico and Central and South America.

Direct Wires and Cables to Havana, Cuba, connecting at that place with the Cuba Submarine and West India and Panama Telegraph Companies for all points in the West Indies.

Connects at San Francisco with Pacific Cables to the Sandwich Islands, Honolulu, Guam, the Philippines, China, Japan, etc., and at Victoria, B. C., with Pacific Cable to Australia and New Zealand.

Connects at Seattle, Wash., with U. S. Government Lines and Cables to and in Alaska.

Exclusive connection with the Great North-Western Telegraph Co. of Canada.

THE TWO TELEGRAPH POLES REPRESENT THE RELATIVE SIZE IN NUMBER OF OFFICES OF THE WESTERN UNION AS COMPARED WITH ALL OTHER COMPETING COMPANIES COMBINED

WESTERN UNION TELEGRAPH COMPANY

ALL COMPETING COMPANIES

Domestic and Foreign Money Orders by Telegraph and Cable

25,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message.

Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case beyond the sum of Fifty Dollars, at which, unless otherwise stated below, this message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, PRESIDENT — BELVIDERE BROOKS, GENERAL MANAGER

NUMBER	SENT BY	REC'D BY	CHECK
		2	

RECEIVED AT Hotel Manhattan 191

DATED

~~To~~ Read as follows Quote Fireman will have preference of work runs or promotion according to age in service experience merit ability being equal. Firemen who have had three & one half years in first service will be considered eligible for promotion to engineers when otherwise fitted for such service. It is the intention to provide engineers by promotion from firemen to such positions as far as practicable. When a temporary vacancy occurs in passenger or

MONEY TRANSFERRED BY TELEGRAPH — CABLE OFFICE

SEE OTHER SIDE FOR TELEGRAM

Domestic and Foreign Money Orders by Telegraph and Cable

THE WESTERN UNION TELEGRAPH COMPANY
INCORPORATED

THE LARGEST TELEGRAPHIC SYSTEM IN THE WORLD.
OVER ONE MILLION MILES OF WIRE IN THE UNITED STATES AND CANADA.

It has over 25,000 Telegraph Offices, including Branch Offices.

It has also Direct Connection by Telegraph or Telephone with many more remote and smaller stations, making a total list of 60,000 in the United States, Canada and Mexico, and this number is rapidly increasing.

SEVEN ATLANTIC CABLES

Connecting North America with all points in Europe and beyond, including Two Cables of the American Telegraph and Cable Company, Four Cables of the Anglo-American Telegraph Company, and One Cable of the Direct United States Cable Co.

Direct Wires to Galveston, Texas, connecting at that place with the Cables of the Mexican, the Central and South American Telegraph Companies for all points in Mexico and Central and South America.

Direct Wires and Cables to Havana, Cuba, connecting at that place with the Cuba Submarine and West India and Panama Telegraph Companies for all points in the West Indies.

Connects at San Francisco with Pacific Cables to the Sandwich Islands, Honolulu, Guam, the Philippines, China, Japan, etc., and at Victoria, B. C., with Pacific Cable to Australia and New Zealand.

Connects at Seattle, Wash., with U. S. Government Lines and Cables to and in Alaska.

Exclusive connection with the Great North-Western Telegraph Co. of Canada.

THE TWO TELEGRAPH POLES REPRESENT THE RELATIVE SIZE IN NUMBER OF OFFICES OF THE WESTERN UNION AS COMPARED WITH ALL OTHER COMPETING COMPANIES COMBINED

ALL COMPETING COMPANIES

WESTERN UNION TELEGRAPH COMPANY

Domestic and Foreign Money Orders by Telegraph and Cable

25,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message.

Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case beyond the sum of Fifty Dollars, at which, unless otherwise stated below, this message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, PRESIDENT — BELVIDERE BROOKS, GENERAL MANAGER

NUMBER	SENT BY	REC'D BY		CHECK

Hotel Manhattan.

RECEIVED AT _____ 191

DATED _____

~~To~~ preferred first runs it will be filled by the oldest available firemen in service if the regular firemen does not return in ten days the oldest fireman in line of promotion will be held for and placed on the run Quote The firemen desire to amend article eighteen by a supplement reading as follows. Quote In employing or promoting men to the position of locomotive engineer firemen or hostlers only such men shall be considered as are eligible to be promoted to and fill the

MONEY TRANSFERRED BY TELEGRAPH — CABLE OFFICE

SEE OTHER SIDE FOR TELEGRAM

Domestic and Foreign Money Orders by Telegraph and Cable

THE WESTERN UNION TELEGRAPH COMPANY
INCORPORATED

THE LARGEST TELEGRAPHIC SYSTEM IN THE WORLD. OVER ONE MILLION MILES OF WIRE IN THE UNITED STATES AND CANADA.

It has over 25,000 Telegraph Offices, including Branch Offices.

It has also Direct Connection by Telegraph or Telephone with many more remote and smaller stations, making a total list of 60,000 in the United States, Canada and Mexico, and this number is rapidly increasing.

SEVEN ATLANTIC CABLES

Connecting North America with all points in Europe and beyond, including Two Cables of the American Telegraph and Cable Company, Four Cables of the Anglo-American Telegraph Company, and One Cable of the Direct United States Cable Co.

Direct Wires to Galveston, Texas, connecting at that place with the Cables of the Mexican, the Central and South American Telegraph Companies for all points in Mexico and Central and South America.

Direct Wires and Cables to Havana, Cuba, connecting at that place with the Cuba Submarine and West India and Panama Telegraph Companies for all points in the West Indies.

Connects at San Francisco with Pacific Cables to the Sandwich Islands, Honolulu, Guam, the Philippines, China, Japan, etc., and at Victoria, B. C., with Pacific Cable to Australia and New Zealand.

Connects at Seattle, Wash., with U. S. Government Lines and Cables to and in Alaska.

Exclusive connection with the Great North-Western Telegraph Co. of Canada.

THE TWO TELEGRAPH POLES REPRESENT THE RELATIVE SIZE IN NUMBER OF OFFICES OF THE WESTERN UNION AS COMPARED WITH ALL OTHER COMPETING COMPANIES COMBINED

WESTERN UNION TELEGRAPH COMPANY

ALL COMPETING COMPANIES

Domestic and Foreign Money Orders by Telegraph and Cable

25,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message.
Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission
This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

NUMBER	SENT BY	RECD BY	CHECK
		4	

RECEIVED AT Hotel Manhattan.

DATED _____ 191

To position of locomotive engineer. Firemen or hostlers now in the Company's service that are not eligible to become engineers shall not be retained except by special allotment between the management and the regular accredited Committee of firemen quote. It is the established practice of the Cincinnati New Orleans and Texas Pacific railway not to promote colored firemen to the position of engineers and it is the contention of the white firemen that the colored

MONEY TRANSFERRED BY TELEGRAPH

CABLE OFFICE

SEE OTHER SIDE FOR TELEGRAM

Domestic and Foreign Money Orders by Telegraph and Cable

THE WESTERN UNION TELEGRAPH COMPANY
INCORPORATED

THE LARGEST TELEGRAPHIC SYSTEM IN THE WORLD. OVER ONE MILLION MILES OF WIRE IN THE UNITED STATES AND CANADA.

It has over 25,000 Telegraph Offices, including Branch Offices.

It has also Direct Connection by Telegraph or Telephone with many more remote and smaller stations, making a total list of 60,000 in the United States, Canada and Mexico, and this number is rapidly increasing.

SEVEN ATLANTIC CABLES

Connecting North America with all points in Europe and beyond, including Two Cables of the American Telegraph and Cable Company, Four Cables of the Anglo-American Telegraph Company, and One Cable of the Direct United States Cable Co.

Direct Wires to Galveston, Texas, connecting at that place with the Cables of the Mexican, the Central and South American Telegraph Companies for all points in Mexico and Central and South America.

Direct Wires and Cables to Havana, Cuba, connecting at that place with the Cuba Submarine and West India and Panama Telegraph Companies for all points in the West Indies.

Connects at San Francisco with Pacific Cables to the Sandwich Islands, Honolulu, Guam, the Philippines, China, Japan, etc., and at Victoria, B. C., with Pacific Cable to Australia and New Zealand.

Connects at Seattle, Wash., with U. S. Government Lines and Cables to and in Alaska.

Exclusive connection with the Great North-Western Telegraph Co. of Canada.

THE TWO TELEGRAPH POLES REPRESENT THE RELATIVE SIZE IN NUMBER OF OFFICES OF THE WESTERN UNION AS COMPARED WITH ALL OTHER COMPETING COMPANIES COMBINED

WESTERN UNION TELEGRAPH COMPANY

ALL COMPETING COMPANIES

Domestic and Foreign Money Orders by Telegraph and Cable

THE COMPANY TRANSMITS AND DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message.

Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case beyond the sum of Fifty Dollars, at which, unless otherwise stated below, this message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

NUMBER	SENT BY	REC'D BY	CHECK
		5	

RECEIVED AT Hotel Manhattan.

DATED _____ 191

To firemen should not be promoted in any way within the ranks of firemen. The adoption of the proposed supplement quoted above would result in excluding absolutely from service on the Cincinnati New Orleans & Texas Pacific Ry Colored men as firemen or hostlers regardless of their experience merit and ability for such duties. Situation at present is as follows, all the white firemen left the service of the Company

MONEY TRANSFERRED BY TELEGRAPH

CABLE OFFICE

SEE OTHER SIDE FOR TELEGRAM

Domestic and Foreign Money Orders by Telegraph and Cable

THE WESTERN UNION TELEGRAPH COMPANY
INCORPORATED

THE LARGEST TELEGRAPHIC SYSTEM IN THE WORLD.
OVER ONE MILLION MILES OF WIRE IN THE UNITED STATES AND CANADA.

It has over 25,000 Telegraph Offices, including Branch Offices.

It has also Direct Connection by Telegraph or Telephone with many more remote and smaller stations, making a total list of 60,000 in the United States, Canada and Mexico, and this number is rapidly increasing.

SEVEN ATLANTIC CABLES

Connecting North America with all points in Europe and beyond, including Two Cables of the American Telegraph and Cable Company, Four Cables of the Anglo-American Telegraph Company, and One Cable of the Direct United States Cable Co.

Direct Wires to Galveston, Texas, connecting at that place with the Cables of the Mexican, the Central and South American Telegraph Companies for all points in Mexico and Central and South America.

Direct Wires and Cables to Havana, Cuba, connecting at that place with the Cuba Submarine and West India and Panama Telegraph Companies for all points in the West Indies.

Connects at San Francisco with Pacific Cables to the Sandwich Islands, Honolulu, Guam, the Philippines, China, Japan, etc., and at Victoria, B. C., with Pacific Cable to Australia and New Zealand.

Connects at Seattle, Wash., with U. S. Government Lines and Cables to and in Alaska.

Exclusive connection with the Great North-Western Telegraph Co. of Canada.

THE TWO TELEGRAPH POLES REPRESENT THE RELATIVE SIZE IN NUMBER OF OFFICES OF THE WESTERN UNION AS COMPARED WITH ALL OTHER COMPETING COMPANIES COMBINED

WESTERN UNION TELEGRAPH COMPANY

ALL COMPETING COMPANIES

Domestic and Foreign Money Orders by Telegraph and Cable

[illegible] Company TRANSMITS and DELIVERS [illegible] have been [illegible]

Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself [illegible] transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case beyond the sum of Fifty Dollars, at which, unless otherwise stated below, the message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, PRESIDENT — BELVIDERE BROOKS, GENERAL MANAGER

NUMBER	SENT BY	REC'D BY	CHECK

6

RECEIVED AT Hotel Manhattan. 191

DATED

TO

at Cincinnati eight pm March ninth & at other points on the C N O & T P at Seven pm March ninth. We have Secured firemen from other Sources nothwithstanding this emergency using White firemen whenever possible to obtain them, we are Operating our passenger trains and Some of our freight trains

MONEY TRANSFERRED BY TELEGRAPH — CABLE OFFICE

SEE OTHER SIDE FOR TELEGRAM

Domestic and Foreign Money Orders by Telegraph and Cable

THE WESTERN UNION TELEGRAPH COMPANY
INCORPORATED

THE LARGEST TELEGRAPHIC SYSTEM IN THE WORLD.
OVER ONE MILLION MILES OF WIRE IN THE UNITED STATES AND CANADA.

It has over 25,000 Telegraph Offices, including Branch Offices.

It has also Direct Connection by Telegraph or Telephone with many more remote and smaller stations, making a total list of 60,000 in the United States, Canada and Mexico, and this number is rapidly increasing.

SEVEN ATLANTIC CABLES

Connecting North America with all points in Europe and beyond, including Two Cables of the American Telegraph and Cable Company, Four Cables of the Anglo-American Telegraph Company, and One Cable of the Direct United States Cable Co.

Direct Wires to Galveston, Texas, connecting at that place with the Cables of the Mexican, the Central and South American Telegraph Companies for all points in Mexico and Central and South America.

Direct Wires and Cables to Havana, Cuba, connecting at that place with the Cuba Submarine and West India and Panama Telegraph Companies for all points in the West Indies.

Connects at San Francisco with Pacific Cables to the Sandwich Islands, Honolulu, Japan, the Philippines, China, Japan, etc., and at Victoria, B. C., with Pacific Cable to Australia and New Zealand.

Connects at Seattle, Wash., with U. S. Government Lines and Cables to and in Alaska.

Exclusive connection with the Great Northwestern Telegraph Co. of Canada.

THE TWO TELEGRAPH POLES REPRESENT THE RELATIVE SIZE IN NUMBER OF OFFICES OF THE WESTERN UNION AS COMPARED WITH ALL OTHER COMPETING COMPANIES COMBINED

WESTERN UNION TELEGRAPH COMPANY

ALL COMPETING COMPANIES

Domestic and Foreign Money Orders by Telegraph and Cable

CABLE SERVICE TO ALL THE WORLD

COMPANY

Message has been valued by the sender thereof, nor in any case where the [illegible] unless otherwise stated below, this message is filed with the Company for transmission within sixty days after the [illegible]

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

NUMBER	SENT BY	REC'D BY	CHECK

RECEIVED AT Hotel Manhattan

DATED

To 191

Satisfactorily there is not disorder, firemen employed at this time are necessarily taking service with the understanding that they are permanent employees of the Company if otherwise satisfactory

J C Powell

MONEY TRANSFERRED BY TELEGRAPH

CABLE OFFICE

Form 1 M.T.

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

25,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case beyond the sum of Fifty Dollars, at which, unless otherwise stated below, this message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission. This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, PRESIDENT — BELVIDERE BROOKS, GENERAL MANAGER

NUMBER	SENT BY	REC'D BY		CHECK
77			19	1266

RECEIVED AT Hotel Manhattan

DATED Washington D.C. Mch 10 1911

TO Hon Martin A Knapp

Commissioner Neill wires he will reach Denver 7.55 Friday morning on Burlington / address there broadmoor palace Hotel

G J Snyder

MONEY TRANSFERRED BY TELEGRAPH — CABLE OFFICE

Form 260

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

5,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD

ROBERT C. CLOWRY, PRESIDENT — BELVIDERE BROOKS, GENERAL MANAGER

RECEIVER'S No.	TIME FILED	CHECK

SEND the following message subject to the terms on back hereof, which are hereby agreed to

New York, March 11, 1911.

35

TO Mr. W. S. Carter
Grand Chief B. of L. F. & E.
Grand Hotel, Cincinnati, Ohio

Telegram last night from Vice President Powell purports to state precise question in dispute which appears plainly one that can be and ought to be settled or submitted to arbitration. Can you not see your way to advise men to resume service pending negotiations for a settlement? What prevents taking that course? It does not seem to me that either side can profit by a test of strength in a controversy of this nature. Teat has not answered my telegram. Please wire me your view of situation and indicate what can be done to stop strife.

MARTIN A.. KNAPP
Presiding Judge Commerce Court

25,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD

The Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the message as follows:

To guard against mistakes or delays, the sender of a message may require it to be repeated, that is, retelegraphed back to the originating office for comparison. For this, one-half the unrepeated message rate is charged in addition. Unless otherwise indicated on its face, THIS IS AN UNREPEATED MESSAGE AND PAID FOR AS SUCH, in consideration whereof it is agreed between the sender of the message and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any UNREPEATED message, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery of any REPEATED message, beyond fifty times the sum received for sending the same, *unless specially valued*; nor in any case for delays arising from unavoidable interruption in the working of its lines; *nor for errors in cipher or obscure messages.*

2. In any event the Company shall not be liable for damages for any mistakes or delay in the transmission or delivery, or for the non-delivery of this message, whether caused by the negligence of its servants or otherwise, beyond the sum of FIFTY DOLLARS, at which amount this message is hereby valued, unless a greater value is stated in writing hereon at the time the message is offered to the Company for transmission, and an additional sum paid or agreed to be paid based on such value equal to one-tenth of one per cent. thereof.

3. The Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other Company when necessary to reach its destination.

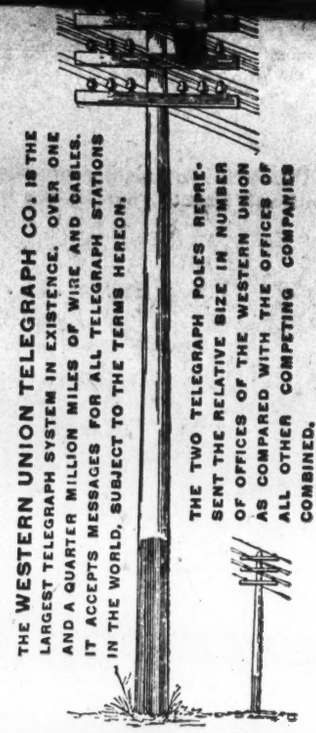
4. Messages will be delivered free within one-half mile of the Company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the Company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.

5. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

6. The Company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

7. *No employee of the Company is authorized to vary the foregoing.*

ROBERT C. CLOWRY, PRESIDENT BELVIDERE BROOKS, GENERAL MANAGER



MONEY TRANSFERRED BY TELEGRAPH AND CABLE TO ALL THE WORLD

NUMBER | SENT BY | RECD BY | CHECK

RECEIVED AT Grand Central Terminal, 42nd Street Entrance, NEW YORK

DATED June 22 10 Mar 1917

TO Mr. Martin R. Maas
Yonkers Commission Co.
Yonkers N.Y.

Delighted to report wire received by Mr. Maas last night. Will advise Box opening of consignment tonight. Have be at Grand Central Station with all wires requested. Bunging at all wires requested.

THEO. MEYAL, PRESIDENT

TELEPHONE CALL ACCEPTED BY PHONE BOOK BOTTOM

SEE OTHER SIDE FOR TELEGRAM

Domestic and Foreign Money Orders by Telegraph and Cable

THE WESTERN UNION TELEGRAPH COMPANY
INCORPORATED

THE LARGEST TELEGRAPHIC SYSTEM IN THE WORLD. OVER ONE MILLION MILES OF WIRE IN THE UNITED STATES AND CANADA.

It has over 25,000 Telegraph Offices, including Branch Offices.

It has also Direct Connection by Telegraph or Telephone with many more remote and smaller places, making a total list of 30,000 in the United States, Canada and Mexico, and the number is rapidly increasing.

SEVEN ATLANTIC CABLES connecting North America with all points in Europe and beyond, including Two Cables of the American Telegraph and Cable Company, Four Cables of the Anglo-American Telegraph Company, and One Cable of the Direct United States Cable Co. Direct Wires to Galveston, Texas, connecting at that place with the Cables of the Mexican and South American Telegraph Companies for all points in Mexico and Central and South America. Direct Wires and Cables to Havana, Cuba, connecting at that place with the Cuba Submarine and West India and Panama Telegraph Companies for all points in the West Indies.

Cables at San Francisco with Pacific Cables to the Sandwich Islands, Honolulu, Guam, the Philippines, China, Japan, etc., and at Victoria, B. C., with Pacific Cable to Australia and New Zealand.

Connections at Seattle, Wash., with U. S. Government Lines and Cables to and in Alaska.

Pacific Coast Telegraph Co. of Canada.

THE TWO TELEGRAPH POLES REPRESENT THE RELATIVE SIZE IN NUMBER OF OFFICES OF THE WESTERN UNION AS COMPARED WITH ALL OTHER COMPETING COMPANIES COMBINED

ALL COMPETING COMPANIES

WESTERN UNION TELEGRAPH COMPANY

Money Orders by Telegraph and Cable

SEE OTHER SIDE FOR TELEGRAM

25,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message.

Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case beyond the sum of Fifty Dollars, at which, unless otherwise stated below, this message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, PRESIDENT — BELVIDERE BROOKS, GENERAL MANAGER

NUMBER 85 ny | SENT BY | REC'D BY 1/53 | CHECK

Hotel Manhattan

RECEIVED AT Mar 11 1911

DATED Cincinnati Ohio 11

TO Judge Martin A Knapp

Mtny

after interviewing representatives of men I learn that an immediate settlement can be reached by following agreement In employing or promoting men to the position of locomotive firemen and hostlers only such men shall be considered as are eligible to the promoted to, and fill the position of

MONEY TRANSFERRED BY TELEGRAPH — CABLE OFFICE

SEE OTHER SIDE FOR TELEGRAM

SEE OTHER SIDE FOR TELEGRAM

Domestic and Foreign Money Orders by Telegraph and Cable

THE WESTERN UNION TELEGRAPH COMPANY

THE LARGEST TELEGRAPHIC SYSTEM IN THE WORLD. OVER ONE MILLION MILES OF WIRE IN THE UNITED STATES AND CANADA.

It has over 25,000 Telegraph Offices, including Branch Offices.

It has the Direct Connection by Telegraph or Telephone with many more remote or smaller stations, making a total list of 30,000 in the United States, Canada, Mexico, and this number is rapidly increasing.

THE TWO TELEGRAPH POLES REPRESENT THE RELATIVE SIZE IN NUMBER OF OFFICES OF THE WESTERN UNION AS COMPARED WITH ALL OTHER COMPETING COMPANIES COMBINED

ALL COMPETING COMPANIES

WESTERN UNION TELEGRAPH COMPANY

ALL SEA ATLANTIC CABLES

Connecting North America with all points in Europe and beyond, including Two Cables of the American Telegraph and Cable Company, Four Cables of the Anglo-American Telegraph Company, and One Cable of the Direct United States Cable Co.

Direct Wires to Galveston, Texas, connecting at that place with the Cables of the Mexican, the Central and South American Telegraph Companies for all points in Mexico and Central and South America.

Direct Wires and Cables to Havana, Cuba Submarine connecting at that place with the Cuban Telegraph Companies for all points in the West Indies.

Connects at San Francisco with Pacific Cables to the Sandwich Islands, Honolulu, Guam, the Philippines, China, Japan, etc., and at Victoria, B. C., with Pacific Cables in Australia and New Zealand.

Connects at Seattle, Wash., with U. S. Government Lines and Cables to and in Alaska.

Exclusive connections with the Great North-Western Telegraph Co. of Canada.

Domestic and Foreign Money Orders by Telegraph and Cable

20,000 OFFICES IN AMERICA. CABLE SERVICE OF THE WORLD

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of this message. Errors can be guarded against only by repeating a message back to the sending station. For additional conditions, and the Company's rates, see Tariff. Liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of rate paid thereon, nor in any case in excess of Five Dollars, at which, unless otherwise stated below, this message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, PRESIDENT — BELVIDERE BROOKS, GENERAL MANAGER

NUMBER	SENT BY	REC'D BY	CHECK

(2)

RECEIVED AT Hotel Manhattan 191

DATED

To locomotive engineers Firemen or hostlers now in the Company's Service that are not eligible to become engineers shall not be retained except by special agreement between the Management & the regular accredited Committee of firemen No firemen shall be discriminated against on account of Membership or affiliation with any labor organization or because of Serving on any Committee or because of participation

MONEY TRANSFERRED BY TELEGRAPH — CABLE OFFICE

SEE OTHER SIDE FOR TELEGRAM

Domestic and Foreign Money Orders by Telegraph and Cable

THE WESTERN UNION TELEGRAPH COMPANY
INCORPORATED

THE LARGEST TELEGRAPHIC SYSTEM IN THE WORLD.
OVER ONE MILLION MILES OF WIRE IN THE UNITED STATES AND CANADA.

It has over 25,000 Telegraph Offices, including Branch Offices.

It has also Direct Connection by Telegraph or Telephone with many more remote and smaller stations, making a total list of 60,000 in the United States, Canada and Mexico, and this number is rapidly increasing.

SEVEN ATLANTIC CABLES

Connecting North America with all points in Europe and beyond, including Two Cables of the American Telegraph and Cable Company, Four Cables of the Anglo-American Telegraph Company, and One Cable of the Direct United States Cable Co.

Direct Wires to Galveston, Texas, connecting at that place with the Cables of the American, the Central and South American Telegraph Companies for all points in Mexico and Central and South America.

Direct Wires and Cables to Havana, Cuba, connecting at that place with the Cuban Submarine and West India and Panama Telegraph Companies for all points in the West Indies.

Connects at San Francisco with Pacific Cables to the Sandwich Islands, Honolulu, Japan, the Philippines, China, Japan, etc., and at Victoria, B. C., with Pacific Cable to Australia and New Zealand.

Connects at Seattle, Wash., with U. S. Government Lines Cables to and in Alaska.

Exclusive connection with the Great Pacific-Western Telegraph Co. of Canada.

THE TWO TELEGRAPH POLES REPRESENT THE RELATIVE SIZE IN NUMBER OF OFFICES OF THE WESTERN UNION AS COMPARED WITH ALL OTHER COMPETING COMPANIES COMBINED

WESTERN UNION TELEGRAPH COMPANY

ALL COMPETING COMPANIES

Domestic and Foreign Money Orders by Telegraph and Cable

This Company [illegible]

Errors can be guarded against only by [illegible] transmission or delivery of Unrepeated Messages, beyond the [illegible] message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within [illegible]

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named herein.

ROBERT C. CLOWRY, PRESIDENT — BELVIDERE BROOKS, GENERAL MANAGER

NUMBER	SENT BY	REC'D BY		CHECK
			3	

RECEIVED AT Hotel Manhattan 191

DATED

To in this Strike. It appears to me that the recent adoption by the Companys officials of their new policy of Subordinating White men to Negroes is Cause of this Strike and the Cause of the position of the men as Set forth herein.

W. S. Carter

11 37

MONEY TRANSFERRED BY TELEGRAPH — CABLE OFFICE

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

DELIVERY No. 10 Nyll

TELEGRAM

RECEIVED AT 2.20 pm

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

DESIGN PATENT No. 40529.

10/100

27 Sep

HOTEL MANHATTAN, N. Y.

MAR 11 1911

Cincinnati Ohio

Martin A. Knapp – Presiding Judge Commerce Court

Hotel man.

In reply to your telegram, President Carter has explained the controversy between the White firemen & C. N. O. and T. P. Ry. officials –

H. C. Tiat – act Vice Prest

Form 260

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

25,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD

ROBERT C. CLOWRY, PRESIDENT — BELVIDERE BROOKS, GENERAL MANAGER

RECEIVER'S No.	TIME FILED	CHECK

SEND the following message subject to the terms on back hereof, which are hereby agreed to

New York, March 11, 1911.

35

To T. C. Powell,
Vice Prest. C. N. O. & T. P. Ry. Co.
Cincinnati, Ohio.

Your wire tenth.- Carter is at Grand Hotel where I have wired him again this morning urging him to advise men to resume work pending negotiations for a settlement and asking him to indicate what can be done to stop strike. Please advise me of the situation today and what you would be willing to do either as permanent adjustment or as temporary arrangement to preserve peace while efforts are being made for settlement.

MARTIN A. KNAPP,
Presiding Judge Commerce Court.

MONEY TRANSFERRED BY TELEGRAPH AND CABLE TO ALL THE WORLD

ROBERT C. CLOWRY, PRESIDENT **BELVIDERE BROOKS, GENERAL MANAGER**

7. No employee of the Company is authorized to vary the foregoing.

6. The Company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

5. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

6. The Company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

7. No employee of the Company is authorized to vary the foregoing.

THE WESTERN UNION TELEGRAPH CO. IS THE LARGEST TELEGRAPH SYSTEM IN EXISTENCE. OVER ONE AND A QUARTER MILLION MILES OF WIRE AND CABLES. IT ACCEPTS MESSAGES FOR ALL TELEGRAPH STATIONS IN THE WORLD, SUBJECT TO THE TERMS HEREON.

THE TWO TELEGRAPH POLES REPRESENT THE RELATIVE SIZE IN NUMBER OF OFFICES OF THE WESTERN UNION AS COMPARED WITH THE OFFICES OF ALL OTHER COMPETING COMPANIES COMBINED.

WESTERN UNION TELEGRAPH COMPANY **ALL COMPETING COMPANIES**

[redacted]

PEATED, that is, sent at the sender's request, repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case beyond the sum of Fifty Dollars, at which, unless otherwise stated below, this message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, PRESIDENT **BELVIDERE BROOKS, GENERAL MANAGER**

NUMBER	SENT BY	REC'D BY	CHECK
21			63 04

RECEIVED AT Hotel Manhattan

DATED Cincinnati - Ohio Mch 11 **191** 1

TO Hon Martin A. Knapp -
Presiding Judge Commerce Court

Your wire eleventh situation has not changed since yesterday in its general aspect we are obtaining from different sources experienced white men who are capable of acting as firemen all passenger trains without exception

MONEY TRANSFERRED BY TELEGRAPH **CABLE OFFICE**

MONEY TRANSFERRED

SEE OTHER SIDE FOR TELEGRAM

Domestic and Foreign Money Orders by Telegraph and Cable

THE WESTERN UNION TELEGRAPH COMPANY
INCORPORATED

THE LARGEST TELEGRAPHIC SYSTEM IN THE WORLD.
OVER ONE MILLION MILES OF WIRE IN THE UNITED STATES AND CANADA.

It has over 25,000 Telegraph Offices, including Branch Offices.

It has also Direct Connection by Telegraph or Telephone with many more remote and smaller stations, making a total list of 60,000 in the United States, Canada and Mexico, and this number is rapidly increasing.

SEVEN ATLANTIC CABLES

Connecting North America with all points in Europe and beyond, including Two Cables of the American Telegraph and Cable Company, Four Cables of the Anglo-American Telegraph Company, and One Cable of the Direct United States Cable Co.

Direct Wires to Galveston, Texas, connecting at that place with the Cables of the Mexican, the Central and South American Telegraph Companies for all points in Mexico and Central and South America.

Direct Wires and Cables to Havana, Cuba, connecting at that place with the Cuba Submarine and West India and Panama Telegraph Companies for all points in the West Indies.

Connects at San Francisco with Pacific Cables to the Sandwich Islands, Honolulu, Guam, the Philippines, China, Japan, etc., and at Victoria, B. C., with Pacific Cables to Australia and New Zealand.

Connects at Seattle, Wash., with U. S. Government Lines and Cables to and in Alaska.

Exclusive connection with the Great North-Western Telegraph Co. of Canada.

THE TWO TELEGRAPH POLES REPRESENT THE RELATIVE SIZE IN NUMBER OF OFFICES OF THE WESTERN UNION AS COMPARED WITH ALL OTHER COMPETING COMPANIES COMBINED

WESTERN UNION TELEGRAPH COMPANY

ALL COMPETING COMPANIES

Domestic and Foreign Money Orders by Telegraph and Cable

[illegible] beyond the amount of tolls paid thereon, nor in any case beyond the sum of Fifty Dollars, at which, unless otherwise stated below, this message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, PRESIDENT — BELVIDERE BROOKS, GENERAL MANAGER

NUMBER	SENT BY	REC'D BY	CHECK
21		2	

RECEIVED AT Hotel Manhattan, 191

DATED

To are moving as usual freight trains are moving and there is no accumulation at any point will wire you further as to latter part of your telegram.

T C Powell
Vice President.

MONEY TRANSFERRED BY TELEGRAPH — CABLE OFFICE

Form 260

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

25,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD

ROBERT C. CLOWRY, PRESIDENT. ALVIDERE BROOKS, GENERAL MANAGER

RECEIVER'S No.	TIME FILED	CHECK

SEND the following message subject to the terms on back hereof, which are hereby agreed to

New York, March 12, 1911.

35

TO W. S. Carter
Grand Chief B. of L. F. & E.
Grand Hotel, Cincinnati, Ohio.

Your wire eleventh - As company does not employ colored engineers and therefore colored firemen are not eligible to be promoted to engineers, your proposal would in effect displace colored men and permit only white men to be employed as firemen and hostlers. That seems to me a very serious position for your organization to take in view of conditions and practices which have long prevailed in southern territory. Is there not some other basis upon which at least a temporary adjustment can be made pending negotiations for a permanent settlement? Please wire me fully.

MARTIN A. KNAPP
Presiding Judge Commerce Court.

WESTERN UNION TELEGRAPH COMPANY
ALL COMPETING COMPANIES

THE WESTERN UNION TELEGRAPH CO. IS THE LARGEST TELEGRAPH SYSTEM IN EXISTENCE. OVER ONE AND A QUARTER MILLION MILES OF WIRE AND CABLES. IT ACCEPTS MESSAGES FOR ALL TELEGRAPH STATIONS IN THE WORLD, SUBJECT TO THE TERMS HEREON.

THE TWO TELEGRAPH POLES REPRESENT THE RELATIVE SIZE IN NUMBER OF OFFICES OF THE WESTERN UNION AS COMPARED WITH THE OFFICES OF ALL OTHER COMPETING COMPANIES

ALL MESSAGES TAKEN ON THIS COMPANY ARE SUBJECT TO FOLLOWING TERMS WHICH ARE HEREBY AGREED TO

To guard against mistakes or delays, the sender of a message should order it REPEATED, one-half the rate is charged in addition. For indicated on its face. UNREPEATED MESSAGE, in addition, such company as follows: Unless otherwise SUCH, in company the sender of a message for comparison, and this Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery of any UNREPEATED message, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery of any REPEATED message, beyond ifty times the sum paid for sending the same, *unless specially valued*; nor in any case for delays arising from or for the negligence or default of this Company or its servants in the transmission or delivery of any such message, whether *messages*. 2. In any event the liability of this Company for mistakes or delays in the transmission or delivery, or for non-delivery of any REPEATED message, beyond the sum of FIFTY DOLLARS, at the option of the sender hereof, unless a greater value is stated in writing hereon at the time of filing the message, and an additional sum paid on the same in proportion to the value so stated. 3. The messages will be delivered free within one-half mile of the office of destination. Beyond that distance the agent of the Company does not undertake to make delivery, but will deliver at the sender's request, as his agent, and at his expense, endeavor to contract for him with any other person or company for the same. 4. Messages will be received for transmission or delivery at any office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond that distance the sender must make delivery for such messages until the same will contract for him with any other person or company for the same. 5. No responsibility attaches to this Company for such delay, or for the mistakes or delays of the messengers, or other persons not in its employ, when such persons are accepted at one of its branch offices, or when such messengers are employed by the sender or addressee. 6. The claim must be presented in writing within sixty days after the message is filed with the Company for transmission or delivery, or in case of non-delivery within a reasonable time after the transmission, or it will not be paid. 7. No employee of the Company is authorized to vary the foregoing.

MONEY TRANSFERRED BY TELEGRAPH AND CABLE TO ALL THE WORLD

ROBERT C. CLOWRY, PRESIDENT — BELVIDERE BROOKS, GENERAL MANAGER

NIGHT LETTER

X 27 WU

WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

[illegible],000 OFFICES IN AMERICA — CABLE SERVICE TO ALL THE WORLD

[illegible] TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following Night Letter, [illegible] be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in [illegible] or delivery of Unrepeated Night Letters, sent at reduced rates, beyond a sum equal to ten times the amount paid for transmission; nor in any case beyond the sum [illegible] Dollars, at which, unless otherwise stated below, this message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within [illegible] days after the message is filed with the Company for transmission.

This is an UNREPEATED NIGHT LETTER, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, PRESIDENT — BELVIDERE BROOKS, GENERAL MANAGER

RECEIVED AT the WESTERN UNION BUILDING, 195 Broadway, N. Y. ALWAYS OPEN

173G&M 70 N L

Grafton,WVa Mar 12

Judge.Martin.A.Knapp,Hotel Manhattan,,,Newyork.

Your wire twelfth repeated to me on train enroute to Washington where you can reach me by wire until Tuesday evening at Manhattan hotel. Fear of unfair use of negroes by official cause men to seek their elimation.Unfair Application of georgia railroad arbitration award and almost exclusive hireing of Negroes thereafter have caused men to lose faith in any settlement.I have left three officers in charge of situation.

W.S.Carter.

1205AM

Form 260

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

25,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD

ROBERT C. CLOWRY, PRESIDENT — BELVIDERE BROOKS, GENERAL MANAGER

RECEIVER'S No.	TIME FILED	CHECK

SEND the following message subject to the terms on back hereof, which are hereby agreed to

New York, March 12, 1911.

35

TO Mr. T. C. Powell
Vice Prest. C. N. O. & T. P. Ry. Co.,
Cincinnati, Ohio.

Kindly let me know what the situation is today and what assistance if any you may think I can render.

MARTIN A. KNAPP
Presiding Judge Commerce Court.

MONEY TRANSFERRED BY TELEGRAPH AND CABLE TO ALL THE WORLD

ROBERT C. CLOWRY, PRESIDENT — BELVIDERE BROOKS, GENERAL MANAGER

ALL MESSAGES TAKEN BY THE COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it REPEATED, that is, telegraphed back to the originating office for comparison. For indicated on its face, THIS IS AN UNREPEATED MESSAGE AND PAID FOR AS SUCH, in consideration whereof it is agreed between the sender of the message and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery of any UNREPEATED message, beyond fifty times the sum received for sending the same, unless specially valued, nor in any case for delays arising from unavoidable interruption in the working of its lines; nor for errors in cipher or obscure messages.

2. In any event the Company shall not be liable for damages for any mistakes or delay in the transmission or delivery of this message, beyond the sum received caused by the negligence of its servants or otherwise, unless specially valued, nor in any case beyond fifty times the sum received LARS, at which amount this message is offered to the Company for transmission, and an additional sum paid or agreed to be paid based on such value equal to one-tenth of an additional sum paid or agreed to be paid for transmission, and in writing hereon at the time the message is delivered to the Company for transmission, and one per cent. thereof.

3. The Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other Company when necessary to reach its destination.

4. Messages will be delivered free within one-half mile of the Company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the sender's request, as his agent, to make delivery, but will, without liability, for such delivery at the delivery of such messages until the same to contract for him the sender's request, as his agent, to make delivery, endeavor to contract for him the sender's request, as his agent, to make delivery, endeavor

5. No responsibility attaches to this Company concerning messages sent to such office by are accepted at one of its messengers, he acts for the sender as the agent of the sender.

6. The Company is not presented in transmission. Company for transmitting messages, he acts for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

7. No employee of the Company is authorized to vary the foregoing.

THE WESTERN UNION TELEGRAPH CO. IS THE LARGEST TELEGRAPH SYSTEM IN EXISTENCE. OVER ONE AND A QUARTER MILLION MILES OF WIRE AND CABLES. IT ACCEPTS MESSAGES FOR ALL TELEGRAPH STATIONS IN THE WORLD, SUBJECT TO THE TERMS HEREON.

THE TWO TELEGRAPH POLES REPRESENT THE RELATIVE SIZE IN NUMBER OF OFFICES OF THE WESTERN UNION AS COMPARED WITH THE OFFICES OF ALL OTHER COMPETING COMPANIES COMBINED.

ALL COMPETING COMPANIES — WESTERN UNION TELEGRAPH COMPANY

UNION TELEGRAPH COMPANY

INCORPORATED

OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD

TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Mistakes may be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case beyond the sum of Fifty Dollars, at which, unless otherwise stated below, this message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, PRESIDENT — BELVIDERE BROOKS, GENERAL MANAGER

12 G

Alex Clark 10/20/14

RECEIVED AT the WESTERN UNION BUILDING, 195 Broadway, N. Y. ALWAYS OPEN

Merl 12

X 47

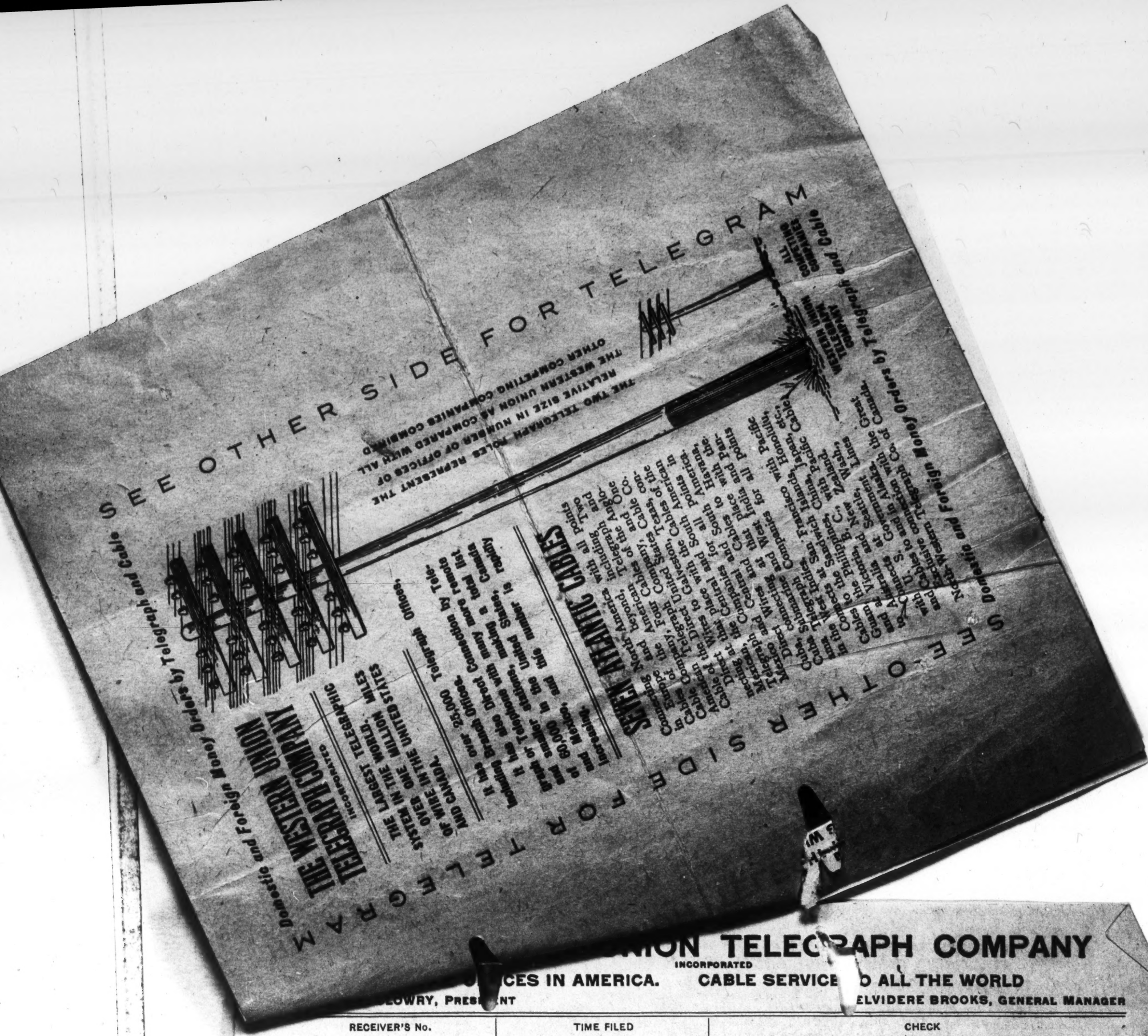
Cincinnati 012

Judge Martin A Knapp

Manhattan Hotel NY

Your wire date. Situation is improving except at Duck points as Kings=Mountain Ky Mellen Wood & Glen=Mary Denn where our employees are being shot at & in some cases have been seriously injured under advice of Counsel the Cincinnati New Orleans & Texas Pacific Ry Co has posted notice offering reward for arrest & conviction of guilty party or parties at open meeting Saturday afternoon Vice Pres Teat of Brotherhood declared that firemen would not join in mediation am just advised that Grand Master Carter who was at Grand Hotel left town at noon for the east under these circumstances am at loss what to suggest.

J C Powell 1157p


SEE OTHER SIDE FOR TELEGRAM
THE TWO TELEGRAPH ROLLS REPRESENT THE RELATIVE SIZE IN NUMBER OF OFFICES OF THE WESTERN UNION AS COMPARED WITH ALL OTHER COMPETING COMPANIES COMBINED
SEE OTHER SIDE FOR TELEGRAM
Domestic and Foreign Money Orders by Telegraph and Cable
THE WESTERN UNION TELEGRAPH COMPANY
INCORPORATED
THE LARGEST TELEGRAPH SYSTEM IN THE WORLD.
OVER ONE MILLION MILES OF WIRE IN THE UNITED STATES AND CANADA.
Telegraph Offices.
Connecting the Four Continents of America, Europe, Asia and Australia.
SEVEN ATLANTIC CABLES
North America with all points beyond. Two American Cables and Cable connections with Mexico, Cuba, Shanghai, Japan, Cable Company, Galveston, Texas, Cable Company, Galveston, Texas, Cable Company, Galveston, Texas

Form 260

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

25,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD

ROBERT C. CLOWRY, PRESIDENT — BELVIDERE BROOKS, GENERAL MANAGER

RECEIVER'S No.	TIME FILED	CHECK

SEND the following message subject to the terms on back hereof, which are hereby agreed to

New York, March 13, 1911.

35

TO Alfred P. Thom,
Gen'l Counsel Southern Railway Co.
Washington, D. C.

Carter is in Washington at Continental Hotel, and I am coming there on Congressional Limited due eight-thirty this evening.

MARTIN A. KNAPP
Presiding Judge Commerce Court

Form No. 102

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

23,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, President and General Manager.

RECEIVED at Wyatt Building, Cor. 14th and F Streets, Washington, D. C.

TELEPHONES: 4'06, M 2114 AND M 1707.

17 8 EST

145 C K 13 Dh

Cincinnati, Ohio, March 13 1911

Hon. Martin A. Knapp Presiding Judge, Court of Commerce,

Care Stanleigh Court,

Washington, D.C.

Yours date. It is reported here that Mr. Carter will reach Cincinnati te-morrow Tuesday morning.

T. C. Powell, Vice President.

338p

ALWAYS OPEN. MONEY TRANSFERRED BY TELEGRAPH. CABLE OFFICE.

Form 1

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

25,000 OFFICES IN AMERICA. **CABLE SERVICE TO ALL THE WORLD**

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case beyond the sum of Fifty Dollars, at which, unless otherwise stated below, this message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

THEO. N. VAIL, PRESIDENT

NEWVILLE BROOKS, GENERAL MANAGER

NUMBER	SENT BY	REC'D BY	
26		13	35

TELEGRAMS ACCEPTED BY TELEPHONE. CALL 5000 RECTOR

RECEIVED AT Grand Central Terminal, 43rd Street Entrance ALWAYS OPEN

DATED Washington Dc 19 Mar 15 1917

TO Judge Martin W Littleton

Morning papers report bad state of affairs on Queen and we want to have usual representatives to urge friends and sympathizers to commit no crime in strikers behalf

Can reach me by wire at Hotel Continental W 3 center

10

CONSIDER PLAN TO SETTLE TROUBLE

[illegible]

[illegible]

[illegible]

[illegible]

WASH[illegible]
Martin J. [illegible]
the House and [illegible]
this [illegible]
on. In [illegible]
hopes will [illegible]
[illegible]
not at liberty [illegible]
by [illegible]
[illegible]
on just [illegible]
stations, [illegible]
[illegible]
will be [illegible]
ment of this kind [illegible]
a day and [illegible]
for [illegible]
[illegible]

In [illegible]
by General [illegible]
in O. [illegible]
ling the case [illegible]
and said that he [illegible]
"I am not under [illegible]
"and have no reply to make to
charges that are made by interests."

QUEEN & CRESC

GENERAL MANAGER'S OFFICE.

H. BAKER,
GENERAL MANAGER.

	MILEAGE
The Cincinnati, New Or s & Texas Pacific Ry. - -	338
Alabama Great Southern R. R, -	296
Belt Railway of Chattanooga -	49
Harriman & Northeastern R. R, -	20
Cincinnati, Burnside & Cumberland River R. R. -	4

CINCINNATI, O. March 18, 1911 r

"Personal"

35

Hon. Martin A. Knapp,
Presiding Judge, Court of Commerce,
Washington, D.C.

My Dear Judge Knapp:-

I was very much surprised at and sincerely regret that the enclosed article appeared in the Cincinnati "Times-Star" of last evening, and I trust it is not necessary for me to say that the statement is without the slightest foundation.

I am fully alive to the fact that you have exerted every reasonable effort to induce the representative of the firemen to accept your friendly offices as mediator.

With high personal regards, I am

Very truly yours,

H. Baker

Form 2138

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

25,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case beyond the sum of Fifty Dollars, at which, unless otherwise stated below, this message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission. This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, PRESIDENT — SILVERTON BROOKS, GENERAL MANAGER

Sent Great Lakes

Day Letter

RECEIVED AT

D55C. BQ. 416paid. 26extra. DAY LETTER.

Cincinnati, Ohio, March 20-11

H9H 916

Hon. Martin A. Knapp,

or Hon. Chas. P. Neill, Washington, D. C.

We came here upon request of members of our organizations employed by the C. N. O. and T. P. Ry Co., who expressed a desire to confer with us relative to conditions brought about by the controversy between the above mentioned company and its locomotive firemen, who are on strike as a result of the disagreement, and after several conferences with both parties have submitted upon our own motion, and as constituting in our opinion a reasonable basis of settlement, the following:

1-Men now on strike to return to work at once with their former rights and without prejudice

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the message.
Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case beyond the sum of Fifty Dollars, at which, unless otherwise stated below, this message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.
This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.
ROBERT C. CLOWRY, PRESIDENT — BELVIDERE BROOKS, GENERAL MANAGER

RECEIVED AT **Day Letter** Sheet 2

on part of the company.

2-Contract in effect January 1 st. 1911, to be reinstated at once.

3-Negro firemen, who were in service January 1, 1911, to be retained by the company, but no larger percentage of negroes will be employed on any district than was employed January 1, 1911.

4-Negro firemen will not be assigned to passenger or preferred runs but in case any negroes held such runs on January 1 st. 1911, and have held them since that date to the present time, they are not to be reduced in rank, nor discharged to make places for whites, but when the positions they occupy become vacant, white firemen shall be employed in their

SEE OTHER SIDE FOR TELEGRAM

Domestic and Foreign Money Orders by Telegraph and Cable

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

THE LARGEST TELEGRAPHIC SYSTEM IN THE WORLD.

OVER ONE MILLION MILES OF WIRE IN THE UNITED STATES AND CANADA.

It has over 25,000 Telegraph Offices, including Branch Offices.

It has also Direct Connection by Telegraph or Telephone with many more remote and smaller stations, making a total list of 60,000 in the United States, Canada and Mexico, and this number is rapidly increasing.

SEVEN ATLANTIC CABLES

Connecting North America with all points in Europe and beyond, including Two Cables of the American Telegraph and Cable Company, Four Cables of the Anglo-American Telegraph Company, and One Cable of the Direct United States Cable Co.

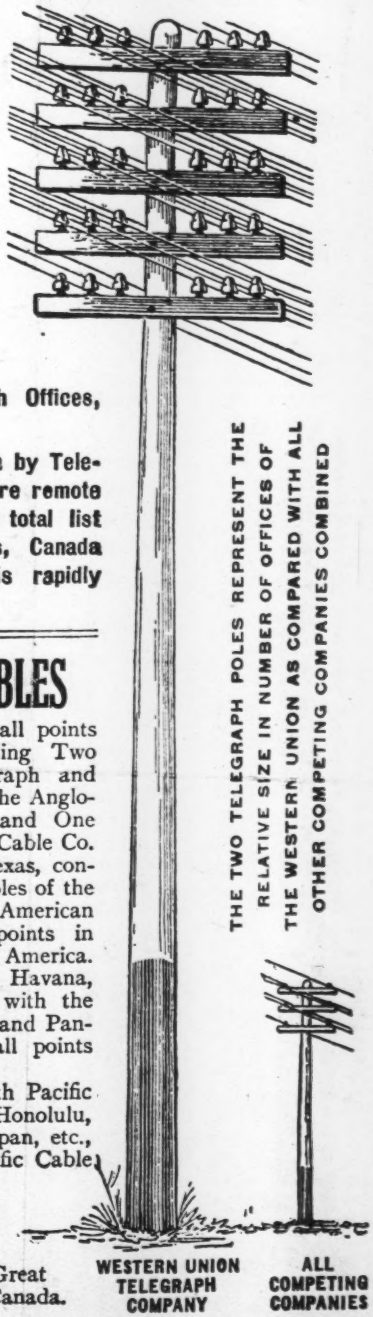
Direct Wires to Galveston, Texas, connecting at that place with the Cables of the Mexican, the Central and South American Telegraph Companies for all points in Mexico and Central and South America.

Direct Wires and Cables to Havana, Cuba, connecting at that place with the Cuba Submarine and West India and Panama Telegraph Companies for all points in the West Indies.

Connects at San Francisco with Pacific Cables to the Sandwich Islands, Honolulu, Guam, the Philippines, China, Japan, etc., and at Victoria, B. C., with Pacific Cable to Australia and New Zealand.

Connects at Seattle, Wash., with U. S. Government Lines and Cables to and in Alaska.

Exclusive connection with the Great North-Western Telegraph Co. of Canada.



SEE OTHER SIDE FOR TELEGRAM

Domestic and Foreign Money Orders by Telegraph and Cable

The Company TRANSMITS and DELIVERS [illegible]
Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not be [illegible] transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case beyond the sum of Fifty Dollars, at which, unless [illegible] message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.
This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.
ROBERT C. CLOWRY, PRESIDENT — BELVIDERE BROOKS, GENERAL MANAGER

Day Letter

RECEIVED AT

Sheet 3

places.

Upon our urgent request the firemen have agreed to accept these terms, but the officials of the company here have refused them.

We call your attention to the fact that paragraphs three and four of these terms are in harmony with the contract upon the same matter negotiated by yourselves for conductors and trainmen at Washington last June. Paragraphs one and two stipulate terms upon which we believe the strike should be terminated in respect to the re-instatement of former contract and the return of the men to service.

Our members are helpless sufferers from this controversy and are becoming restless, not only on account of serious loss of earnings, but because conditions are otherwise unsatisfactory that there exists on some parts of the line an added element of danger to their already dangerous work.

SEE OTHER SIDE FOR TELEGRAM

Domestic and Foreign Money Orders by Telegraph and Cable

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

THE LARGEST TELEGRAPHIC SYSTEM IN THE WORLD.

OVER ONE MILLION MILES OF WIRE IN THE UNITED STATES AND CANADA.

It has over 25,000 Telegraph Offices, including Branch Offices.

It has also Direct Connection by Telegraph or Telephone with many more remote and smaller stations, making a total list of 60,000 in the United States, Canada and Mexico, and this number is rapidly increasing.

SEVEN ATLANTIC CABLES

Connecting North America with all points in Europe and beyond, including Two Cables of the American Telegraph and Cable Company, Four Cables of the Anglo-American Telegraph Company, and One Cable of the Direct United States Cable Co.

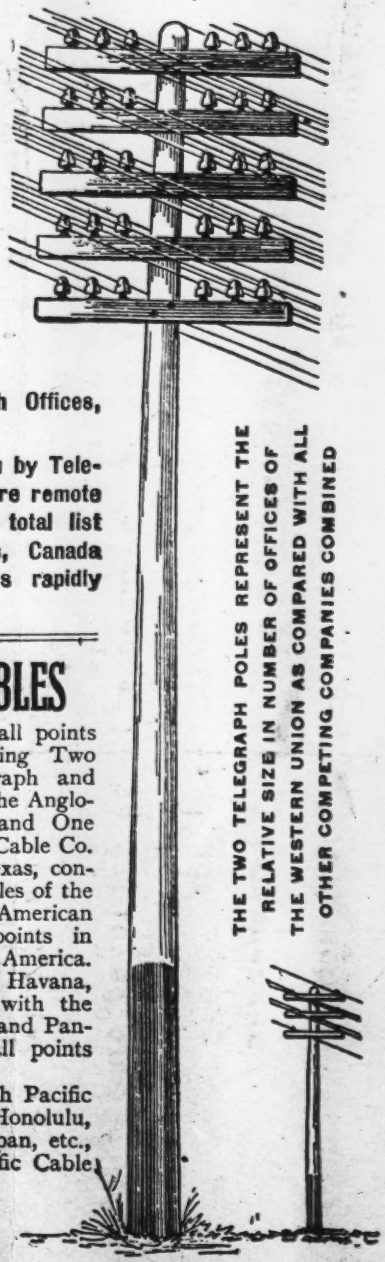
Direct Wires to Galveston, Texas, connecting at that place with the Cables of the Mexican, the Central and South American Telegraph Companies for all points in Mexico and Central and South America.

Direct Wires and Cables to Havana, Cuba, connecting at that place with the Cuba Submarine and West India and Panama Telegraph Companies for all points in the West Indies.

Connects at San Francisco with Pacific Cables to the Sandwich Islands, Honolulu, Guam, the Philippines, China, Japan, etc., and at Victoria, B. C., with Pacific Cable to Australia and New Zealand.

Connects at Seattle, Wash., with U. S. Government Lines and Cables to and in Alaska.

Exclusive connection with the Great North-Western Telegraph Co. of Canada.



Domestic and Foreign Money Orders by Telegraph and Cable

SEE OTHER SIDE FOR TELEGRAM

This Company TRANSMITS [redacted] DELIVERS messages only on conditions limiting its liability, which have been ass[redacted]d to by the sender of the following m[redacted]ge.
Errors can be guarded agai[redacted]only by repeating a message back to the sending station for comparison, and the Co[redacted]any will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case beyond the sum of [redacted]fty Dollars, at which, unless otherwise stated below, this message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.
This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, PRESIDENT BELVIDERE BR[redacted]KS, GENERAL MANAGER

Sheet 4

RECEIVED AT Day Letter

We strongly urge you to submit these terms of settlement to President Finley, and recommend his acceptance of them. Please acknowledge receipt care Gibson House.

E. Corrigan, Assistant Grand Chief B. L. E. ; E. P. Curtis, vice president O. R. C. ; Val. Fitzpatrick, vice president, B. R. T.

3pm.

SEE OTHER SIDE FOR TELEGRAM

Domestic and Foreign Money Orders by Telegraph and Cable

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

THE LARGEST TELEGRAPHIC SYSTEM IN THE WORLD.

OVER ONE MILLION MILES OF WIRE IN THE UNITED STATES AND CANADA.

It has over 25,000 Telegraph Offices, including Branch Offices.

It has also Direct Connection by Telegraph or Telephone with many more remote and smaller stations, making a total list of 60,000 in the United States, Canada and Mexico, and this number is rapidly increasing.

SEVEN ATLANTIC CABLES

Connecting North America with all points in Europe and beyond, including Two Cables of the American Telegraph and Cable Company, Four Cables of the Anglo-American Telegraph Company, and One Cable of the Direct United States Cable Co.

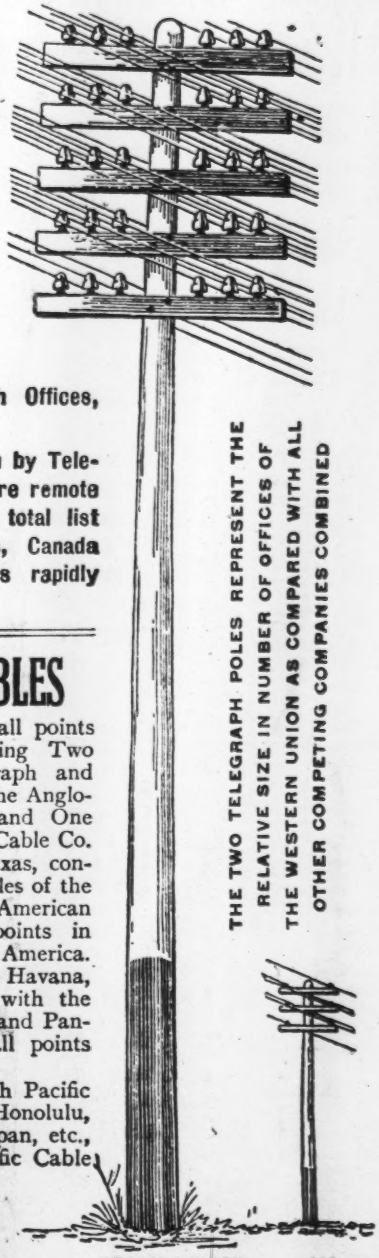
Direct Wires to Galveston, Texas, connecting at that place with the Cables of the Mexican, the Central and South American Telegraph Companies for all points in Mexico and Central and South America.

Direct Wires and Cables to Havana, Cuba, connecting at that place with the Cuba Submarine and West India and Panama Telegraph Companies for all points in the West Indies.

Connects at San Francisco with Pacific Cables to the Sandwich Islands, Honolulu, Guam, the Philippines, China, Japan, etc., and at Victoria, B. C., with Pacific Cable to Australia and New Zealand.

Connects at Seattle, Wash., with U. S. Government Lines and Cables to and in Alaska.

Exclusive connection with the Great North-Western Telegraph Co. of Canada.



SEE OTHER SIDE FOR TELEGRAM

Domestic and Foreign Money Orders by Telegraph and Cable

This Company TRANSMITS [illegible]
Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case beyond the sum of Fifty Dollars, at which, unless otherwise stated below, this message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.
This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.
ROBERT C. CLOWRY, PRESIDENT — BELVIDERE BROOKS, GENERAL MANAGER

RECEIVED AT Day Letter Rec'd 4

We strongly urge you to submit these terms of settlement to President Finley, and recommend his acceptance of them. Please acknowledge receipt care Gibson House.

E. Corrigan, Assistant Grand Chief B. L. E. ; E. P. Curtis, vice president O. R. C. ; Val. Fitzpatrick, vice president, B. R. T.

3pm.

SEE OTHER SIDE FOR TELEGRAM

Domestic and Foreign Money Orders by Telegraph and Cable

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

THE LARGEST TELEGRAPHIC SYSTEM IN THE WORLD.

OVER ONE MILLION MILES OF WIRE IN THE UNITED STATES AND CANADA.

It has over 25,000 Telegraph Offices, including Branch Offices.

It has also Direct Connection by Telegraph or Telephone with many more remote and smaller stations, making a total list of 60,000 in the United States, Canada and Mexico, and this number is rapidly increasing.

SEVEN ATLANTIC CABLES

Connecting North America with all points in Europe and beyond, including Two Cables of the American Telegraph and Cable Company, Four Cables of the Anglo-American Telegraph Company, and One Cable of the Direct United States Cable Co.

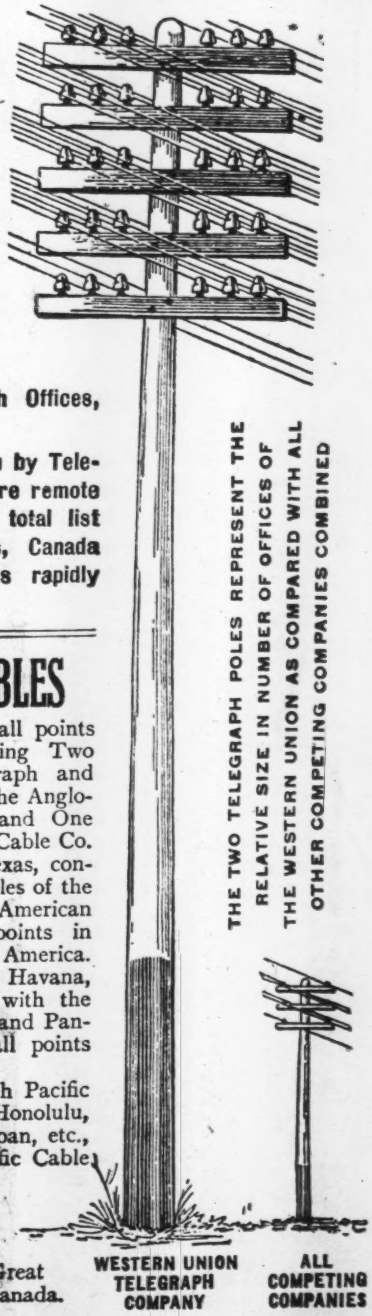
Direct Wires to Galveston, Texas, connecting at that place with the Cables of the Mexican, the Central and South American Telegraph Companies for all points in Mexico and Central and South America.

Direct Wires and Cables to Havana, Cuba, connecting at that place with the Cuba Submarine and West India and Panama Telegraph Companies for all points in the West Indies.

Connects at San Francisco with Pacific Cables to the Sandwich Islands, Honolulu, Guam, the Philippines, China, Japan, etc., and at Victoria, B. C., with Pacific Cable to Australia and New Zealand.

Connects at Seattle, Wash., with U. S. Government Lines and Cables to and in Alaska.

Exclusive connection with the Great North-Western Telegraph Co. of Canada.



SEE OTHER SIDE FOR TELEGRAM

Domestic and Foreign Money Orders by Telegraph and Cable

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT
POSTAL TELEGRAPH BUILDING
1346 PENNSYLVANIA AVENUE
WASHINGTON, D.C.
TELEPHONES MAIN 6600-6601

TELEGRAM

DELIVERY No. 313

The Postal Telegraph Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

W—D13514

DESIGN PATENT No. 40529.

209bm • 9.

Cincinnati, O. Mar 21-11

Hon. Martin A. Knapp, Presiding Judge Commerce Court.,

WASHINGTON, D.C.

We will arrive in Washington one o'clock Wednesday afternoon.

Val Fitzpatrick.

458pm.

35

Form No. 298.

NIGHT MESSAGE.

THE WESTERN UNION TELEGRAPH COMPANY.

23,000 OFFICES IN AMERICA. — INCORPORATED — CABLE SERVICE TO ALL THE WORLD.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Night Messages, sent at reduced rates, beyond a sum equal to ten times the amount paid for transmission. This is an UNREPEATED NIGHT MESSAGE, and is delivered by request of the sender, under the conditions named above.

ROBERT C. CLOWRY, President and General Manager.

RECEIVED at Wyatt Building, Cor. 14th and F Streets, Washington, D. C.

TELEPHONES: M 4100, M 2114 AND M 1707.

260c fb 9 nits

Cincinnati Ohio March 25 1911

Martin A Knapp

Presiding Judge Commerce Court

Washington D C

Firemen accepted terms of settlement strike declared off tonight

1132pm

R P Curtis

ALWAYS OPEN. MONEY TRANSFERRED BY TELEGRAPH. CABLE OFFICE.

THE WESTERN UNION TELEGRAPH COMPANY

Form 189

INCORPORATED

25,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not be responsible for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case beyond the sum of Fifty Dollars, nor for mistakes or delays in the transmission or delivery of any repeated message, beyond the sum received by the Company for the service, unless a higher value is stated herein, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission. This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

THEO. N. VAIL, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

RECEIVED AT Wyatt Building, Cor. 14th and F Sts., Washington, D. C. ALWAYS OPEN

d41c bn 32 dh 26x

Cincinnati O Mar 27

Hon Martin A. Knapp, Presiding Judge Commerce Court,

Washn D.C.

Thanks to your efforts the definite settlement was reached with the firemen on Saturday evening and normal conditions have been restored on the C N O and T. P.

T. C. Powell, Vice Prest.

1204p

35

SETTLEMENT

Mch 25, 1911.

1. The pending strike to be declared off at once.

2. The employes in the service of the C. N. O. & T. P. Railway Company on March 9, 1911, who struck on that day, to be reinstated within fifteen (15) days under the provisions of the schedule of July 1, 1910, governing rates of pay and conditions of service, which schedule shall continue in effect, with their former seniority standing and rights and without prejudice on the part of the Company, except that the Company shall not be obliged to retain in service any fireman or other employe against whom charges shall be made within thirty days from the date hereof and who shall be found upon investigation to have committed acts of violence or been guilty of misconduct during or in connection with the strike which would justify his discharge or suspension.

3. The controversy over the interpretation of Article 18 of the schedule aforesaid, which involves the employment and seniority standing of negro firemen, to be submitted to arbitration under the provisions of the Erdman Act.

4. In place of such arbitration as aforesaid of the matters in controversy the Company offers to settle the same upon the following terms, viz:

A. Negro firemen not to be employed on any part of the Company's line north of Oakdale provided a sufficient number of competent white men can be secured.

B. On the district between Oakdale and Chattanooga, known as the third district, the percentage of colored firemen hereafter employed not to exceed the percentage in service on January 1, 1911, provided a sufficient number of competent white men can be secured.

C. Negro firemen on this district not to be assigned to more than one half of the passenger runs, nor to more than one half of the preferred freight runs, and in no case to be assigned to passenger or preferred freight runs unless entitled thereto by seniority and fitness for such service.

5. In case any question shall arise as to the meaning or application of this agreement which the parties cannot settle among themselves either party may appeal to Judge Martin A. Knapp of Washington and his decision shall be final and binding upon both parties.

UNITED STATES COMMERCE COURT
WASHINGTON
MAR 2 A

1. The pending strike to be declared off at once.

2. The ~~firemen~~ Employes in the service of the C.N.O.&T.P. Railway Company on March 9. 1911, who struck on that day, to be reinstated within Fifteen (15) days under the provisions of the schedule of July 1. 1910, governing rates of pay and conditions of service, which schedule shall continue in effect, with their former seniority standing and rights and without prejudice on the part of the Company, except that the Company shall not be obliged to retain in service any fireman or other Employe against whom charges shall be made within thirty days from the date hereof and who shall be found upon investigation to have committed acts of violence or been guilty of misconduct during or in connection with the strike which would justify his discharge or suspension.

3. The controversy over the interpretation of Article 18 of the schedule aforesaid,

standing of negro firemen, to be submitted to arbitration under the provisions of the Erdman act.

4. In place of such arbitration as aforesaid of the matters in controversy the Company offers to settle the same upon the following terms, viz:

a. Negro firemen not to be employed on any part of the Company's line north of Oakdale provided a sufficient number of competent white men can be secured.

b. On the district between Oakdale and Chattanooga, known as the third district, the percentage of colored firemen hereafter employed ~~that~~ not to exceed the percentage in service on January 1, 1911, provided a sufficient number of ~~white~~ competent white men can be secured.

c. Negro firemen on this district not to be assigned to more than one half of the passenger runs, nor to more than one half of the preferred freight runs, and in no case to be assigned to ~~such~~ passenger or preferred freight runs unless entitled thereto by seniority and fitness for such service.

5. In case any question shall arise as to the meaning or application of this agreement which the parties cannot settle among themselves either party may appeal to Judge Martin A. Knapp of Washington and his decision shall be final and binding upon both parties.

BUREAU OF LABOR
APR 5 1911
DEPARTMENT OF COMMERCE & LABOR

The National Union Publishing Company,

PUBLISHERS OF
The National Union
609 F STREET, N. W.

An Independent Journal Devoted to the Uplift of the Negro.

The Greatest Advertising Medium in the Country: Because it Reaches all the People.

Washington, D. C. April 5. 1911

Hon. Chas. P. Neill
Commissioner of Labor

Dear Sir:

If the strike of the Firemen &c. on the Texas Pacific? (Cincinnati Southern) Railroad has been adjusted and you are aware of the basis on which adjusted – please inform me. I have seen no publication of the results of the mediation which took place here about two weeks ago. Has it been made public?

With highest regards –
I am, yours truly,

H. M. Murray
Editor National Union.

If possible id like hear from you tomorrow.

Department of Commerce and Labor
BUREAU OF LABOR
Washington

April 5, 1911.

Mr. F. H. M. Murray, Editor,

THE NATIONAL UNION,

609 F st., n. w., Washington, D. C.

Dear Sir:

I have your letter of April 5, making inquiry concerning the settlement of the recent strike of firemen on the Cincinnati Southern Railroad.

I was not in the city at the time, and the negotiations were carried on by Hon. Martin A. Knapp, Presiding Judge of the Commerce Court, to whom you might apply for information. I might add, however, that neither he nor myself feel at liberty in matters of this kind to make known the terms of a settlement, except with the consent of both parties to the controversy.

I am, very truly yours,

Commissioner.

BUREAU OF LABOR
Washington

April 5, 1911.

Honorable Martin A. Knapp,
Presiding Judge of the U. S. Commerce Court,
Washington, D. C.

Dear Judge Knapp:

I enclose herewith a letter just received from the editor of a colored paper published in Washington, together with a copy of my reply.

He will probably write you about the matter, and I am merely sending you this correspondence for your information. I might add that I have taken the same position in the case of a request I received a short time ago from a representative of the Machinists' Union who asked for information concerning the basis of the settlement of the controversy at Chicago with the engineers, and I am enclosing a copy of the letter I wrote in this instance.

It seems to me that we ought to adhere very rigidly to this practice, and except in cases where we are authorized by both parties to give out a statement when settlements have been reached, that we ought not to make known to third parties the terms of settlement. In most cases it would probably be a matter of no consequence, but from time to time cases might arise in which it would be extremely inadvisable to give out the basis of settlements to the very people asking for such information.

Sincerely yours,

Chas P Neill

Commissioner.

3 enclosures.

THE NATIONAL UNION PUBLISHING COMPANY

Publishers of

THE NATIONAL UNION

609 F street, n. W.

An Independent Journal
Devoted to the Uplift
of the Negro.

Washington, D. C. April 5, 1911.

Hon. Chas. P. Neill,

Commissioner of Labor

Dear Sir:

If the strike of the Firemen &c. on the Texas Pacific (Cincinnati Southern) Railroad has been adjusted and you are aware of the basis on which adjusted--please inform me. I have seen no publication of the results of the mediation which took place here about two weeks ago. Has it been made public.

With highest regards-

I am, yours truly,

(Signed) F. H. M. Murray,

Editor National Union.

If possible I'd like to hear from
you by tomorrow.

C O P Y.

C.P.N.-W.

Department of Commerce and Labor
BUREAU OF LABOR
Washington

April 1, 1911.

Mr. J. D. Buckalew,

Third International Vice President,
International Association of Machinists,

10 Duane street, Topeka, Kansas.

Dear Sirs

Absence from the city in connection with the mediation of a Western railroad dispute has delayed my replying to your letter of March 21.

No minutes are made of the matters taking place in the mediation conferences carried on under the Erdman Act. If an agreement is reached, this, of course, is reduced to writing and signed by the two parties, and a copy of it is retained to be filed here. Judge Knapp and myself, however, are both agreed in the view that we have no right to make these agreements public or to give any information concerning them to any one without the consent of the parties to such settlements. As a matter of fact, I assume there is no secrecy about the recent Chicago settlement, and I think you could probably get a copy of the terms of the agreement from the representatives of the Engineers of the roads in your section.

In some cases I believe printed reports have been issued by each side in these controversies, giving the summary of the negotiations leading up to the conferences under the Erdman Act and a copy of the agreements reached as a result of the controversies, but

these reports are confidential documents issued only for the use of the respective sides and could only be secured from the parties to these controversies.

Full statements of earnings of all the railroads in the United States are now published by the Interstate Commerce Commission, and I have written that body asking that you be sent a copy of its latest publication dealing with this subject.

With regard to the cost of overhauling or building a locomotive or the cost of a printing press, box car, steel car, or coach, I have no figures of any kind, nor do I know where such data could be secured. Matters of cost of this kind could, in fact, only be secured with accuracy from the cost accounts of the producers, and these cost accounts are usually among the most carefully guarded secrets of any business.

Regretting that I am not in position to give you more of the information you request,

I am, very truly yours,

Commissioner.

C.P.No.

Department of Commerce and Labor
BUREAU OF LABOR
Washington

April 15, 1911.

Mr. H. Baker, General Manager,
Queen and Crescent Route,
Cincinnati, Ohio.

Dear Mr. Baker:

Will you kindly send me for the files of the Bureau a copy of the recent agreement between the Cincinnati, New Orleans and Texas Pacific Railway Company and its Firemen.

I am, very truly yours,

Commissioner.

QUEEN & CRESCENT ROUTE

QUEEN & CRESCENT ROUTE

H. BAKER,
GENERAL MANAGER.

GENERAL MANAGER'S OFFICE.

	MILEAGE
The Cincinnati, New Orleans & Texas Pacific Ry. - - -	338
Alabama Great Southern R. R. -	296
Belt Railway of Chattanooga -	49
Harriman & Northeastern R. R. -	20
Cincinnati, Burnside & Cumberland River R. R. -	4

CINCINNATI, O. April 17th, 1911. tc.

BUREAU OF LABOR
ANSWERED
APR 19 1911
DEPT OF COMMERCE AND LABOR

Mr. Chas. P. Neill,

Commissioner Bureau of Labor.

Washington, D. C.

Dear Sir:-

Firemens' Strike.

As per your request of the 15th inst., I take pleasure in sending you herewith Memorandum of Agreement between the Cincinnati, New Orleans & Texas Pacific Railway Company and its firemen, pertaining to recent strike.

Respectfully yours,

H. Baker

Memorandum of Agreement, March 25th, 1911.

(1) The pending strike to be declared off at once.

(2) The employees in the service of the C. N. O. & T. P. Railway Company on March 9th, 1911, who struck on that day, to be reinstated within fifteen days under the provisions of the schedule of July 1, 1910, governing rates of pay and conditions of service, which schedule shall continue in effect, with their former seniority standing and rights and without prejudice on the part of the Company, except that the Company shall not be obliged to retain in service any fireman or other employee against whom charges shall be made within thirty days from the date hereof and who shall be found upon investigation to have committed acts of violence or been guilty of misconduct during or in connection with the strike which would justify his discharge or suspension.

(3) Negro firemen not to be employed on any part of the Company's line north of Oakdale provided a sufficient number of competent white men can be secured.

(4) On the district between Oakdale and Chattanooga, known as the third district, the percentage of colored firemen hereafter employed not to exceed the percentage in service on January 1, 1911, provided a sufficient number of competent white men can be secured.

(5) Negro firemen on this district not to be assigned to more than one half of the passenger runs, nor to more than one half of the preferred freight runs, and in no case to be assigned to passenger or preferred freight runs unless entitled thereto by seniority and fitness for such service.

(6) In case any question shall arise as to the meaning or application of this agreement which the parties cannot settle among themselves either party may appeal to Judge Martin A. Knapp of Washington and his decision shall be final and binding upon both parties.

(Signed) H. Baker
General Manager

(Signed) H. O. Teat
Acting Vice-President B.L.F.& E.

(Signed) J. L. Payne
Chairman

(Signed) G. A. Odenwald
Vice-Chairman

(Signed J. L. Fetterman
Secretary-Treasurer

COPY

M.T.W.

Department of Commerce and Labor
BUREAU OF LABOR
Washington

April 19, 1911.

Mr. H. Baker, General Manager,
Queen and Crescent Route,
Cincinnati, Ohio.

Dear Mr. Baker:

I beg to acknowledge with thanks receipt of your letter of April 17, together with the Memorandum of Agreement between the Cincinnati, New Orleans & Texas Pacific Railway Company and its firemen, terminating the recent strike.

I am, very truly yours,

Chas P Neill

Commissioner.

Appeal Cases

The Piedmont

400 ROOMS FIRE PROOF $1.50 UPWARD
250 BATHS EUROPEAN PLAN

THE PIEDMONT CO.
INCORPORATED IN MASSACHUSETTS

J. FRED HARVEY
CHAS. A. WOOD
MANAGING DIRECTORS

ONE OF AMERICA'S MOST MAGNIFICENT
AND BEST CONDUCTED HOTELS

GENERAL OFFICE
HOTEL BELLEVUE
BEACON STREET, NEAR TREMONT
BOSTON, MASS.

MANAGING DIRECTORS
HOTEL BELLEVUE, BOSTON, MASS.
PIEDMONT HOTEL, ATLANTA, GA.
HOTEL CANTERBURY, BOSTON, MASS.

#35

U. S. COMMERCE COURT,
CLERK'S OFFICE,
Rec'd SEP 5 - 1911
Ans'd 9-8-11

Atlanta, Ga.,

September 2, 1911.

35

Hon. M. A. Knapp,
Presiding Judge, Commerce Court,
Washington, D. C.

Honorable Sir:-

Growing out of the firemen's strike on the C. N. O. & T. P. Ry., the dismissal cases of Conductor S. L. West and Brakeman A. Cunduff, has been presented to the General Grievance Committee of the O. R. C. and B. R. T. for adjustment.

The committees of the said organizations endeavored to discuss these cases with subordinate officials of the road, but for some reason the local officers would not hear the evidence or discuss the cases.

An appeal was taken to Mr. Baker, General Manager, and on August 19th the General Committees, Mr. Curtis and the undersigned, discussed with Mr. Baker the dismissal of West and Cunduff and endeavored to prove to him that the men were not guilty of things attributed to them, and that the dismissals were not in accordance with the contract. However, Mr. Baker seemed to think otherwise, therefore refused to reinstate West and Cunduff and pay them for the time held out of service.

We advised Mr. Baker that "the cases would be referred to Judge Knapp in accordance with the agreement under date March 15, 1911, for his decision".

Mr. Baker seemed to be of the opinion that the cases did not come under the provisions of the agreement, terminating the strike of the firemen, consequently it would not be proper to appeal to you, while we contend the agreement applies to the cases.

We respectfully call your attention to paragraph 2 of the settlement, which reads in part as follows: "******* except that the Companies shall not be obliged to retain in service any firemen or other employee against whom charges shall be made within thirty days from the date hereof and who shall be found upon investigation to have committed acts of violence, or been guilty of misconduct during or in connection with the strike, which would justify his discharge or suspension."

Also paragraph 6, which reads as follows:

"In case any question shall arise as to the meaning or application of this agreement which the parties can not settle among themselves, either party may appeal to Judge Martin A. Knapp of Washington, and his decision shall be final and binding upon both parties."

A very thorough investigation by our General Committees and papers in our possession leads us to believe that West and Cunduff are victims of a conspiracy and for some unknown reason strenuous efforts have been made to connect them with shooting at employes during the strike.

I have been authorized by Mr. Curtis and our Committees to meet you and present the evidence in the cases, therefore if you believe that we are right in appealing to you, kindly advise me at your earliest convenience whether you expect to be in Washington between September 20th and 30th, and if so I will

endeavor to meet you sometime between the said dates.

If it is your opinion that these cases are not covered by the agreement then it will be necessary for us to appeal to Mr. Finley.

Yours truly,

Val Fitzpatrick

35

Vice President,
B. R. T.

ADDRESS:

American Trust Building,
Cleveland, Ohio.

September 9, 1911.

35

Mr. Val Fitzpatrick,

Vice President of A. R. T.,
American Trust Building,

Cleveland, Ohio.

Dear Mr. Fitzpatrick:-

Your letter of Sept. 2, addressed to Judge Knapp and dealing with certain dismissal cases growing our of the firemen's strike on the Queen & Crescent, has been received at the Commerce Court and, in the absence of Judge Knapp, has been referred to me. As the matter is one of which I have no knowledge and which has to be handled by the Judge himself, I am merely writing to acknowledge receipt of the letter for him and explain to you that it will be held up until his return to the city. He is expected back about the 15th.

His absence has also delayed the reaching of a decision on the matters left to us for ruling in the cases of exceptions growing out of the recent controversies of the southeastern railways. Just as soon as he gets back, I will take the cases up and reach a settlement as soon as possible.

I am, very truly yours,

Commissioner.

#35

Washington, D. C., October 26, 1911.

U. S. COMMERCE COURT,
CLERK'S OFFICE,
Rec'd OCT 28 1911
Ans'd 10-28-11

35

Hon. Martin A. Knapp,
Presiding Judge, Commerce Court,
Washington, D. C.

Dear Sir:

The undersigned, after discussing the cases of Silas S. West, conductor, and Alvin Cundiff, brakeman, who were in the employ of the Cincinnati, New Orleans and Texas Pacific Railway Company and discharged on account of an alleged shooting of a fireman at Glen Mary, Tenn., March 12, 1911, failing to reach a mutual understanding in respect to the re-instatement of these men, have decided to refer the cases to you for final decision in accordance with the memoranda of agreement under date of March 25, 1911, terminating the strike of the firemen on the Cincinnati, New Orleans & Texas Pacific Railway.

Will you kindly name a time at your earliest convenience when you can meet both parties hereto for the purpose of hearing all evidence in the cases?

Kindly give us at least ten days notice in advance of the meeting.

Yours truly,

General Manager, C. N. O. & T. P. Ry. Co.
Cincinnati Ohio

W. M. Clark
Vice-President, O. R. C.
Cedar Rapids Iowa

Val Fitzpatrick
Vice-President, B. of T.
Am. Trust Bld
Cleveland

#35

UNITED STATES COMMERCE COURT

WASHINGTON

October 23, 1911

35

Mr. Horace Baker,
General Manager, C.N.O.& T.P.Ry.Co.,
Cincinnati, Ohio.

Mr. W. M. Clark,
Vice President, C.R.C.,
Cedar Rapids, Iowa.

Mr. Val Fitzpatrick,
Vice President, B.R.T.,
American Trust Building,
Cleveland, Ohio.

Gentlemen:

In reply to your joint communication of the 26th instant, relating to the reinstatement of Silas S. West, conductor, and Alvin Cundiff, brakeman, in the employ of the Cincinnati, New Orleans and Texas Pacific Railway Company, I write to say:

While I regret that you have not been able up to this time to reach an amicable agreement respecting the employees mentioned, it seems incumbent upon me to hear and decide the controversy in accordance with the provision in that regard in the settlement agreement of March 25,1911.

Accordingly, I will be prepared to hear the parties at my chambers in the Southern Building, Washington, D.C., on Monday, November 13th next, at half past ten o'clock.

Yours very truly,

Presiding Judge.

PHONE
1657 WENTWORTH

Order of Railway Conductors of America

W. M. CLARK, Vice-President
121 E. 59th St.
Chicago, Illinois

35

Chicago, Nov. 3, 1911.

Hon. Martin A. Knapp,

Presiding Judge, Commerce Court,

Washington, D. C.

Honorable Sir:

This will acknowledge receipt of your letter of Oct. 26, advising that you will be prepared to hear the parties in connection with the re-instatement of Silas S. West, conductor, and Alvin Cundiff, brakeman, at your Chambers in the Southern Building, Washington, D. C., on Monday, Nov. 13, 10:30 a.m., and I thank you for the information.

Respectfully yours,

W. M. Clark

Vice President O.R.C.

MCA

Copyright Library of Congress

QUEEN & CRESCENT ROUTE

GENERAL MANAGER'S OFFICE.

H. BAKER,
GENERAL MANAGER.

The Cincinnati, New Orleans & Texas Pacific Ry. - - - - MILEAGE
Alabama Great Southern R. R. - - 328
Belt Railway of Chattanooga - - 296
Harriman & Northeastern R. R. - - 49
Cincinnati, Burnside & Cumberland River R. R. - 30
4

CINCINNATI, O. Nov. 3, 1911 r

35

Hon. Martin A. Knapp,
Presiding Judge, Commerce Court,
Washington, D.C.

Dear Sir:-

Ex-Conductor Silas S. West
Ex-Brakeman Alvin Cundiff

I am in receipt of your letter of the 28th ultimo, advising that you will hear evidence relative to the re-employment of ex-conductor Silas West and ex-brakeman Alvin Cundiff, who were dismissed on account of their concern in shooting a fireman during the firemen's strike in March last, at 10:30 AM, the 13th instant, in your office in Washington.

Thanking you for your prompt attention, I am

Very truly yours,

H. Baker

4-

QUEEN & CRESCENT ROUTE

H. BAKER,
GENERAL MANAGER.

GENERAL MANAGER'S OFFICE.

	MILEAGE
The Cincinnati, New Orleans & Texas Pacific Ry.	328
Alabama Great Southern R. R.	296
Belt Railway of Chattanooga	49
Harriman & Northeastern R. R.	20
Cincinnati, Burnside & Cumberland River R. R.	4

CINCINNATI, O. Nov. 11, 1911 r

"Personal"

Hon. Martin A. Knapp,
Presiding Judge, Commerce Court,
Washington, D.C.

Dear Sir:-

On advice contained in your letter of the 28th ultimo, that you would hear evidence concerning cases in which ex-conductor Silas S. West and ex-brakeman Alvin Cundiff were concerned and which resulted in their dismissal from the service of the CNO&TP Ry Company, at 10:30 AM Monday next, the 13th instant, I beg to submit herewith the following:-

- Copy of affidavit of John M. Hayes, mch 22, 1911
- Copy of affidavit of Minford Strunk, mch 22 1911
- Copy of letter of March 22, 1911, from Mr. Robert Pritchard, General Attorney for this Company at Chattanooga, addressed to Mr. Andrews,
- Copy of memorandum of conference which I had with Messrs. Curtis, Fitzpatrick, Haney and Wagner August 19, 1911, in Washington, concerning the West and Cundiff cases,
- Copies of letters of the 4th and 7th instants from Mr. Griffin, our Chief Special Agent.

For your information, would say that there was no violence at Glen Mary prior to the time that Messrs. West and Cundiff arrived there on freight train the night of March 11th, or after they left there, which I believe was on March 14th; on Sunday, March 12th, there were three firemen shot there---

White fireman James M. Carroll, who was shot through the body,
Colored firemen Albert Elmore and Will Seawright, who were less severely shot.

In addition to the affidavits enclosed, we have the names of several other witnesses who stated that they saw West and Cundiff shooting at the firemen in question, but they also stated that on account of them living at Glen Mary they were afraid to have it known that they even saw the shooting and that they would be much less willing to testify to that effect.

Messrs. West and Cundiff were dismissed from the service for their concern in the shooting of the firemen.

Yours truly,

Enc-

(COPY)

State of Tennessee)
) Affidavit of John M. Hayes-
Morgan County)

Affiant John M. Hayes, states that he is a resident of the state of Kentucky and resides in Whitley County at Flat Rock in said county, am 22 years of age and my father, John M. Hayes, lives at Silersville, Ky. Recently have been at work for the Westburn Coal Co and about Saturday, March 11th, I came with Minford Strunk from Knoxville to Oakdale, Tenn., and at about 5.00 PM I left Oakdale with said Strunk on a freight train, #66 of which Silas West was conductor and Alvey Cundiff was one of his brakemen. On this train Strunk and I rode a short distance when the head brakeman, Alvey Cundiff, put us off. We made another effort to catch the train and Strunk succeeded and left me walking up the track when soon thereafter the train stopped for a red block and I overtook same and got on the rods, where I rode to Glen Mary Tenn.

Immediately after the train stopped at Glen Mary I get off the train and went out beside the track and sat down on some ties. While the engine was stopped at the water column I heard two shots fired and later learned that the fireman had been shot in the arm. This was about 2 or 3 o'clock am of the 12th of March. I stayed around Glen Mary until 2/76 when I left Glen Mary on it and get off at State Line hill. But while I was waiting at Glen Mary with #66 which was tied up account of the fireman being shot I talked to West and asked him if it was dangerous to ride out and he said yes it was pretty dangerous.

Train 1/76 brought a new fireman in charge of two guards, one of whom I recognized as John Douglas and have since learned that the other was Jack West. These guards went away on #6 but before leaving they put the fireman on the engine of #66 and soon thereafter some other negro went down to the engine and told the fireman that he had better leave the engine which he did and went over and sat down by the water tank just north of the depot at Glen Mary. While he was sitting there I went up to where he was and saw Gordon ter West there and heard him talking to him. West asked this fireman if he came there to fire that engine and the fireman replied that he had done so. West then told him he could either fire that engine and die or leave there. That if he stayed there he would die or if he tried to fire the engine he would die. Told him he had better leave there quick too. In his exact words, do you want to fire that engine and die or leave here or die; Fireman:- Captain, I can fire that engine but I don't want to die. West:- If you fire that engine you die.. You had better leave here dam quick. The negro then started away and west said, "go dam you go".

Pretty soon another train came in, between 11 and 12 o'clock and stopped at the water column. I was talking to Silas West and I told him that I was going to ride that train and my partner, Minford Strunk, was talking to Alvey Cundiff, all sitting over [illegible] on the mining track and I said to West that it was pretty [illegible] and then we walked across the track and get up on a gon, leaving the train men on the track. We sat down in the gon and sat [illegible] some few minutes and heard a shot fired. We looked when we heard the shot fired to see where it was and saw Alvey Cundiff shooting toward the engine.

He dropped his gun down between his legs, raised his gun and shot again. He shot 3 or 4 times. Silas West was sitting against the bank and he walked over sat down on the left hand side of Alvey Cundiff and commenced shooting. There were ten or twelve shots fired as well as I can remember. They got up when they [illegible] and walked out the track that is called the mine [illegible] ward the South and we sat there in the gon 5 or 10 [illegible] ford Strunk said to me, they must have shot the [illegible]

yes I guess they did, lets go down and see. But before we left the car Chas Netherly and the head brakeman whom I learned later was Tom Hargis crossed the car and saw us in the gon and we got off the gon and went down to the depot and saw the fellow that was shot and I looked in the door of the room where he was and saw the fellow who was shot. Them whom I since learned was B.F.Wilson, guard on the engine, told me to stay out and in a few minutes the train pulled out in front of the depot across the track to catch the train and caught it and got off on the state line hill.

I know Silas West well and have known him a long time. Am well acquainted with him and had conversation with him before this shooting was done. I know Alvey Gundiff but have not known him very long, but know him well enough that I recognized him when he was doing the shooting and I cannot be mistaken as to the identity of these men. After getting off the train at State Line hill I went to my father's home near Silersville, Ky., and told my father all about the shooting and what I had seen at Glen Mary. In two or three days I went to Somerset with Jim Ellis and I told Sam Morrow all about what I had seen and heard at Glen Mary. I also told Mr.J.E. Wallin about this same incident.

Monday of this week, March 20th, I came down to Hellamond on #5 and went out on the hack to Huntsville to testify in Trumans case against Gundiff. I got off at the hotel at Huntsville where Gundiff and lawyer Flippin were staying. In a short time they called me off and took me to a room and talked to me about the case. They took me and Strunk in the room where they questioned Strunk and myself and I told them I would have to swear the same that Strunk had just made to them. They asked me who summoned us down there and I told them that Henry Holloway came and got us if we wanted to hurt Gundiff and wanted to swear against him and asked us if we would leave and said if we would they could not bring us across the state line. Gundiff said that it would be best for us to leave and Flippin told him he ought not say that but said if we wanted to leave we could go and they could not bring us back. I heard a fellow talking to the land lady in a low conversation and I understood him to say to put us in a room close to Alvey Gundiff and she said she didn't have the room fixed but that she would fix it. So I became uneasy about my safety and went home with Judge Potter and stayed until I left on Tuesday the 21st.

I make this statement of my own free well without promise of reward or fear of punishment. Given under my hand this 22nd day of March 1911.

(Signed) John M. Hayes.

Signed and sworn to by John M. Hayes this 22 day of March 1911.

(Signed) J. M. Langley, JR.

(COPY)

State of Tennessee }
Morgan County } Affidavit of Minford Strunk.

Affiant Minford Strunk states that he is a resident of Silerville, Ky., Whitley County; that he is 19 years of age and has recently been employed by the Westburn Coal Co; that on Saturday March 11th, 1911 he came with John M. Hayes from Knoxville to Oakdale, Tenn.

I left Oakdale about 8 o'clock at night with Silas West as Conductor and Alvey Gundiff as Flagman and after we left Oakdale the head brakeman put us off the train and the train moved on and we went on walking. After moving a short distance on the train stopped for a red block and my pardner got onnthe train also. At one of the places we stopped after both Hayes and myself were on the train the Conductor, Silas West, came along and saw me on the rods and said get off of there boy and I said all right and said to him, West let me ride this train up to the state line hill and he said all right if you will keep out of sight and I got on an oil tank with a fellow who said his name was Dock Beatty and we came into Sunbright and they stopped there. I went back and got into the caboose and after some little delay we started and went on to Glen Mary. Silas West and Alvey Gundiff went down towards the head end of the train and I started down with Alvey Gundiff and he told me to go back to the caboose and lay down and go to sleep and after a while a fellow, whose name I do not know, said I heard a gun fired and three or four with myself went down towards the depot and there was a negro fireman who had been shot. Jno.M.Hayes and Jim Martin then came into the depot. I then left the crowd and went back to the caboose and layed down and stayed there until daylight. When I woke up Hayes was also in the caboose and we stayed around the depot all morning. There was a negro fireman came in on a train and Silas West ran him off. The negro was sitting up by the water tank and West came on up there and asked the negro "did you come up here to fire this train? the negro said, yes sir. West then said, are you going to fire it? the negro said yes sir I can boss. Silas said if you fire that engine you will die. The negro said, I will get away from here and started running and Silas said that is not fast enough and said go a little faster and Silas said "Go dam you get. Both John Hayes and myself were present and heard the conversation between West and the negro fireman.

We sat down there a while and there was another freight train pulled in and we got this train out of there but while the train was waiting at the water column I was talking to Gundiff on the mine track and I told him that I was going off on that train and he said it is pretty dangerous and said that I had better be careful and I said yes, I will get in a box car if I can so that they can not see me and I went over and got in a [illegible] car and I left West leaning up against a bank and Gundiff standing out there where I left him on the track. After we had been in this car [illegible] minutes We heard a gun fired and looked out to see where it came and we saw Alvey Gundiff with his pistol in his hand and he raised the pistol up and was shooting toward the engine. He was in a [illegible] squatting or sitting position and he shot something like three or four times and after each shot he would pull his gun down [illegible] his legs. Silas West then came over to where Gundiff was [illegible] or squatted down by him and took out his pistol and [illegible] ing too. As well as I remember about 8 or 10 [illegible] them. Theythen got up and walked on up the mine [illegible]

Netherly and the head brakeman, who afterwards turned out to be Tom Hargis, came over and crossed the cars and looked at us and after we sat there a few minutes I said to John Hayes that they must have shot that fireman and he said that he guessed that they did and said lets go down and see.

We got off and went down to the depot and I looked in at the window and saw the fellow that was shot. He was a white man. John Hayes went and looked in at the door. Mr. Wilson, the guard, was trying to keep people away. The train pulled out in a few minutes and we ran across in front of the engine jumped, got in a car and rode on up to the state line hill.

On last Monday the 20th of March we went to Hollenwood on train #5 and went out from Hollenwood to Huntsville in a hack. We went to Chamber's hotel and while there were approached by Alvey Gundiff. Alvey asked me what I was going to tell and I told him I was going to tell the truth and that I saw him shooting toward the engine. Alvey then went off and came back with lawyer Tippin and another lawyer and took me and Jno M. Yayes in a room at the hotel and asked us about this shooting, what we knew and what we were going to swear and I told him. Both lawyers said that if we did not want to testify against Gundiff we would not have to; that we had not been legally summoned; that we could leave and the other side could not bring us back over the state line. At supper the head brakeman Hargis, came in and was talking to the land lady in a low tone and I could not hear what he was saying. After supper Gundiff told us to waite in the room until they came back. After that Judge Potter came down to the room where we were at and told us if we wanted to we could go up and stay with him and we stayed at his house in Huntsville until Tuesday afternoon.

I am well acquainted with both Alvey Gundiff and Gilas West and have known them for 4 or 5 years and I cannot be mistaken as to them to being the men who did the shooting.

I make this statement of my own free will and without compulsion on the part of anyone and without promise of reward or fear of punishment.

Given under my hand this 22nd day of March 1911.

(Signed) Minford Strunk.

Subscribed and sworn to before me by Minford Strunk this 22nd day of March 1911.

(Signed) J. M. Langley,
J.P.

Netherly and the head brakeman, who afterwards turned out to be Tom Hargis, came over and crossed the cars and looked at us and after we sat theres few minutes I said to John Hayes that they must have shot that fireman and he said that he guessed that they did and said lets go down and see.

We got off and went down to the depot and I looked in at the window and saw the fellow that was shot. He was a white man. John Hayes went and looked in at the door. Mr. Wilson, the guard, was trying to keep people away. The train pulled out in a few minutes and we ran across in front of the engine jumped, got in a car and rode on up to the state line hill.

On last Monday the 20th of March we went to Hallenwood on train #5 and went out from Hallenwood to Huntsville in a hack. We went to Chamber's hotel and while there were approached by Alvey Gundiff. Alvey asked me what I was going to tell and I told him I was going to tell the truth and that I saw him shooting toward the engine. Alvey then went off and came back with lawyer Phippin and another lawyer and took me and Jno M. Hayes in a room at the hotel and asked us about this shooting, what we knew and what we were going to swear and I told him. Both lawyers said that if we did not want to testify against Gundiff we would not have to; that we had not been legally summoned; that we could leave and the other side could not bring us back over the state line. At supper the head brakeman Hargis, came in and was talking to the land lady in a low tone and I could not hear what he was saying. After supper Gundiff told us to waite in the room until they came back. After that Judge Potter came down to the room where we were at and told us if we wanted to we could go up and stay with him and we stayed at his house in Huntsville until Tuesday afternoon.

I am well acquainted with both Alvey Gundiff and Giles West and have known them for 4 or 5 years and I cannot be mistaken as to them to being the men who did the shooting.

I make this statement of my own free will and without compulsion on the part of anyone and without promise of reward or fear of punishment.

Given under my hand this 22nd day of March 1911.

(Signed) Minford Strunk.

Subscribed and sworn to before me by Minford Strunk this 22nd day of March 1911.

(Signed) J. M. Langley,
J.P.

C O P Y

Chattanooga, Tenn., March 22, 1911.

State of Tennessee vs Gundiff,
State of Tennessee vs West.

Mr. W. S. Andrews,
General Superintendent,
Oakdale, Tenn.

Dear Sir:-

It was so late when the freight train on which I came arrived at Oakdale that I preferred not to disturb you in your car as I would have had to wake you twice, when I went in and when I came out. I got your message to spend the night with you and thank you very much for your courtesy.

I requested Mr. Wallin and Mr. Pride to give you an account of what was done at Huntsville and I presume that they have done so. When I got there I found that the warrant which had been taken out for the shooting of J. M. Carroll had been taken against Gundiff and West jointly instead of separately as should have been done, and that several days ago the defendant West had had the warrant dismissed as to him on motion because the affidavit did not accompany the warrant. The same motion was made yesterday in favor of Gundiff. Of course if it was good as to one it was good as to the other for, as stated above, there was but one affidavit and one warrant against the two defendants who were charged jointly. But the motion was not good as to either defendant and had only been sustained as to West because the Justice of the Peace was not advised of the law. I found the Justice of the Peace apparently willing to do the right thing and think he was entirely ready to give us a fair showing. And when (several days ago) the motion was made

dismiss the warrant as to West for the reason stated above, the attorney representing the company was not able to inform the Justice. The law provides that in cases of this kind warrants shall only be issued on information upon oath furnished the Justice of the Peace that a crime has been committed. This information upon oath is the Justice's authority for issuing the warrant. The law does not require that it shall be attached to or made a part of the warrant. The warrant merely recites that the information upon oath has been furnished the Justice of the Peace charging a certain person with a given crime and the warrant is accordingly issued. But, as stated above, our representative at the first hearing was ignorant of this elementary and well known provision of the statute.

I am handing you herewith a typewritten communication which our local attorney at Huntsville sent over to Mr. Pride by the man who drove the hack which met us at Helenwood. This communication will give you an idea of the attorney's literary acquirements, and I may add that his literary acquirements are very superior to his legal attainments. Under the circumstances the letter was a most indiscreet one. A communication to Mr. Pride to the effect that the attorney desired to see him upon his arrival at Huntsville would have been all that was necessary and entirely safe. Instead of that, the letter goes into details when we had at Huntsville the two young men referred to in the letter, Manford Strunck and John Hayes, who were strangers there and who stood in peril of death or great bodily harm. They were, at the time the letter was written, in hiding and you have probably received an account of the dangers which surrounded these boys. The only way

they escaped was by being taken charge of by our attorney and taken to his house, by reason of which the belief that they had left Somerville was induced.

It seems that the attorney referred to had heretofore had some trouble with Mr. Wallin, our Special Agent. Leaving Mr. Wallin at the Hotel, I went to the attorney's office for a conference with him to ascertain whether it would be agreeable to him to have Mr. Wallin present at the trial. I met with a stubborn refusal on his part to have anything whatever to do with Mr. Wallin. I exhausted every power of persuasion that I possessed to convince the attorney that it was of the utmost importance to the company that Mr. Wallin should be present, explaining to the attorney that Mr. Wallin had no feeling, that it was a mere matter of business, that Mr. Wallin understood the case and that Mr. Wallin was the Special Agent while the attorney represented the law side of the case. It did no good and I was much inclined to dismiss the proceeding and begin anew, but finally decided to try the case. We had Strunk, Hayes and Wilson, and other witnesses in attendance, by whom I was convinced, from Mr. Wallin's most [illegible] that we could make out a case.

The defendant's attorneys, one of them being a [illegible] brother of the Justice of the Peace who tried the case, and Mr. Flippin from Somerset, Ky., desired a postponement of the lead, violent and acrimonious discussion which [illegible] riot in the court room was indulged in between our [illegible] in the course of which our attorney [illegible] Somerset, had undertaken to intimidate and [illegible] young man, Strunk and Hayes.

by statements made to me by Hayes and Strunck. It appears that there can be no doubt of the misconduct of Flippin, who, at the time of the threats against the witnesses, was in company with his client Gundiff. It appears that Mrs. Chambers, the wife of the hotel proprietor, heard part of the scheme which these men were concocting to run these important witnesses out of the State. I did not talk with Mrs. Chambers on this subject for the reason that I did not know that she had any knowledge concerning it until on my way back from Huntsville to Helenwood, when I had a conversation with the boys. Our Attorney charged this misconduct upon Gundiff and Flippen and defied them to deny the charge, calling upon them, or either of them, to file an affidavit in denial if his statements were not true. Neither of them made a denial. Flippen, an associate of Foster's, denied that he had done anything of the sort, but he was not charged.

After the Justice had refused to postpone the case, the attorney insisted upon having the evidence on behalf of the State heard yesterday and the hearing of the evidence on behalf of the defendant postponed until a later date. This application was also overruled by the Justice of the Peace.

The defendant's counsel, believing that they had succeeded in running away the witnesses Strunck and Hayes, demanded a list of the witnesses on behalf of the State. A list was prepared and furnished them which contained the names of Strunck and Hayes and a good many other names besides. The list was so furnished for the very purpose of preventing them from knowing what particular witnesses would be relied upon and incidentally for the purpose of protecting Strunck and Hayes, by allowing the defense to remain in ignorance whether they had succeeded

in running the young men away or not. But in the wrangle which issued between the local counsel above mentioned, our attorney, as intimated above, disclosed the fact that Hayes and Strunck were still in Huntsville.

Sundry other motions were made in which there was absolutely no merit, but which created a vast amount of loud talking and furious language. The Justice promptly overruled all these motions upon being shown the law after the local counsel had exhausted themselves with their violent performances.

The case being brought finally down to the point that the defendent had to try it, the attorneys, after secret consultation with Cundiff and West, announced that they would waive the examination and allowed Cundiff to be bound over to Court. This was done, the Justice fixing the bond at the same amount at which he had formerly fixed it, namely $1000.00, and adjudged that in default of bond Cundiff be committed to jail at Huntsville. I considered the bond insufficient in amount. I know nothing of the solvency of the citizens of Scott County. I had to leave that matter to our local attorney and with the Justice, they promising that a good and solvent bond should be taken for Cundiff's appearance at court. Up to the time I left Huntsville, Cundiff had not been given bond. I presume, however, that he did succeed in doing so. You should keep advised as to this.

The question then presented itself whether, as a former warrant against West had been dismissed, he should be arrested under a new warrant. I finally concluded not to have him arrested. The surroundings at Huntsville are not favorable. I conferred with Mr. Wallin and Mr. Pride and they thought we would have no trouble in apprehending West at almost any time. I thought that the moral effect of the binding over of Cundiff

would be good. I knew that if we arrested West, the date of his trial would be fixed sometime in the future and I thought it was better, temporarily at least, to have an end of the Justice proceedings, especially as the end was a favorable one.

As intimated above, the investigation made by Mr. Wallin and Mr. Pride have, in my judgement, fixed these crimes upon West and Gundiff. I have no doubt of their guilt and do not think that, with proper attention, there can be any reasonable doubt that they will be indicted and convicted and sent to the penitentiary, a result much to be desired. West was manifestly very much alarmed and his adherents much puzzled to know what course will be pursued as to him. An important thing is to keep track of the boys, Strunck and Hayes. I know nothing about them, their antecedents, or their reliability. They showed a good deal of courage, and plainly told Gundiff and his lawyer what they would swear when put upon the witness stand. It was their presence which induced Gundiff and his attorney to waive an examination. Their presence at the trial is, in my judgment, absolutely indispensable. If they are in attendance, Mr. Wallin, and an efficient lawyer, can I believe secure much corroborative testimony. Although they are denying it now, I am quite sure that many residents of Glen Mary and that neighborhood can be found who saw West and Gundiff shoot Carle and the negro firemen; that these witnesses will talk now or a little later, and that sufficient evidence can be had to convict these two men of shooting the white fireman and the two negro firemen. What course shall be taken to keep in touch with Strunck and Hayes is a matter which will address itself to your judgment. It must be accomplished in some way.

I do not know what influence your present local legal representative has in Scott County; I do not see how he can have any, although

understand that he is a man of some means, is County Judge, merchant, etc., and a native of the County, with many relatives. It is certain that he can be of no earthly benefit in the trial of the case except by reason of such personal influence as he may possess. It would not do to let him try these cases in court. He could not present the case, no matter how full the facts, so as to secure a proper conviction.

Moreover, the services of the Special Agent are indispensable in this case and the local attorney positively refuses to avail himself of them. If there is anything to be done in Scott County now, or in the future, Mr. Wallin's services are of infinitely more value than the local attorney's mentioned above.

There is in Huntsville a gentleman who formerly resided at Knoxville. He is engaged in the practice of the law at Huntsville; I do not consider that he is an extraordinary lawyer, but, as stated above, he is a gentleman and has had considerable experience in the criminal law. He was for a long time the prosecuting attorney at Knoxville and served one term as United States District Attorney. He is Mr. J. C. J. Williams. He is a man of the highest standing. He is rather an old man, but he is entirely competent and capable of representing the interests of the company in Scott County.

I understand that Silas West resides in Kentucky, at any rate he does not reside in Scott County in which the shooting of Carle and the negro fireman occurred. The Code of Tennessee provides that where a person accused of crime has fled, or resides out of the County where the offence was committed, a warrant may be issued by any lawful officer of any county in the State. A Justice of the Peace of Scott County could issue a warrant for West's arrest and West could be arrested on that warrant in any County of this State. The Section of the Code referred to

above (5988) says that the accused may be brought before the magistrate issuing the warrant, or any other magistrate.

If the warrant for the arrest of West is issued by a Justice of the Peace of Scott County, I think it should be issued by some Justice of the Peace who does not reside at Huntsville. I am reliably informed that Justice of the Peace Marcum, who resides at or near Oneida, is a reliable man and will do his duty. I think if the hearing of the West case is had before any Justice of the Peace of Scott County, it should not take place at Huntsville. As I have stated, the conditions and surroundings there are unfavorable to the attainment of justice. For a little while during the hearing yesterday it looked as if a serious difficulty was imminent.

But it is not necessary that the hearing before the Justice of the Peace should take place in Scott County at all. Our Supreme Court has decided that a warrant may be issued in any county in which the person sought to be arrested is to be found. The warrant may be issued by a Justice of the Peace of Morgan, or Roane County, if West is to be found in that county, and may be returned for trial before a Justice of the Peace of the County in which the arrest is made and the Justice of the Peace of that county may hear the case and bind the defendant over to the court of Scott County.

Johnson v. State, 2 Yerg. 58
McCaslin v. McCord, 116 Tenn. 696, 704.

I am writing you thus at length because I wish to send a copy of this letter to Mr. Celsten as portions of it particularly [illegible] department. I thought it best to explain in some detail the [illegible]

I suggested to Mr. Pride and to Mr. Wallin the [illegible] full statements from the witnesses Strunck and Hayes. A [illegible] should also be taken from the witness Wilson who was [illegible] for the company at the time of the [illegible]

WSA-9

other witnesses, whose names will be known to Mr. Pride and Mr. Wallin, from statements should be taken.

I fully concur with you in thinking that these prosecutions are of grave importance to the company.

Very truly yours,

(signed)

Robert Pritchard.

Enc.

RP-ab

MEMORANDUM OF CONFERENCE
1300 Pennsylvania Aveneu, Washington, D.C.
August 19, 1911,
SUBJECT; PROPOSED REINSTATEMENT OF CONDUCTOR SILAS WEST AND BRAKEMAN ALVIN CUNDIFF.

--oOo--

PRESENT:

H. Baker,	General Manager,
E.P.Curtis,	Vice-President, ORC,
Val.Fitzpatrick,	Vice-President, BRT,
J.E.Haney,	Ludlow,
R.T.Wagner,	Ludlow.

Following adjournment of conference between Employes'and General Managers' Committees.

Messrs. Curtis and Fitzpatrick asked that I xx consider the re-employment of West and Cundiff, and stated that they had affidavits that they had been acquitted and were not guilty of any acts of violence during the firemen's strike.

I advised the Committee that I had affidavits from disinterested persons that they were guilty of acts of violence at that time, and I also had information that they had harassed the Company in every way possible since they had been out of service and that I could not favorably consider their re-employment.

They stated they had information that the affidavits I had were from employes, i.e., men employed as Special Agents by the Company, which I advised them was not correct.

After advising them that we would not re-employ West and Cundiff, they intimated that under the contract incident to the settlement of the firemen's strike, which agreement was reached through mediation, the question of re-employing these men should properly be referred to Judge Knapp.

I replied to them that I did not understand this was a matter which would properly come under the provisions of that agreement, as both of them had been reported for doing a great many things since their dismissal which would permanently bar them from the service, but if the contract did so provide that we would not object to carrying out its provisions.

Meeting adjourned 1:45 PM.

Somerset, Ky., Nov. 4, 1911.

Personal.

Mr. Baker:

Ex-Conductor Silas S. West
Ex-Brakeman Alvin Gundiff..

Your joint personal of the 2nd file 17895.

I feel these cases have been fully covered in previous communications and I know of nothing else to say that would be of interest, except that there was no shooting, intimidation or acts of violence reported at Glen Mary, before these men went there on train 76 on the night of March 11th or after they left there on or about March 14th and during the time they were there and on Sunday morning March 12th three Farmers, [illegible] Carroll, White, Albert Elmer, Col. and Will Searight, [illegible] shot. Carroll through the body, from which he has never fully recovered and doubtless never will.

We feel Gundiff and West had more or less to do with the shooting of Elmer and Searight, but have no evidence as to [illegible]. We are positive that Gundiff and West shot at and shot Carroll, for which both were arrested on the information, [illegible] the affidavits of eye witnesses John H. Hayes and [illegible] which was corroborated by several other witnesses, [illegible] Chas. Heatherly, and our Engineer Chas. Hardy.

It is, however, true Heatherly, through fear [illegible] fidavit he knew that West and Gundiff did not [illegible] and subsequently went before the Grand Jury and [illegible] shooting; went down to see what it was and saw [illegible] coming away from there. He also told me that [illegible] Wallin that West and Gundiff shot Carroll, but [illegible] he mentioned; that he would not have them to [illegible] $2000.00, for they would kill him if they knew it.

It is also true West assisted by Jackson, [illegible] from Winford Strunk, by intimidation or otherwise [illegible] Hayes had induced him to make the affidavit [illegible] getting some of the offered rewards.

Mr. Golston, drafted the form of [illegible] 12th. I assume they were printed and [illegible] posted on the 14th, while John H. Hayes [illegible] the morning of the 13th and told us that [illegible] at and shot Carroll.

H. B. # 2.

Hence, he was not doing it for any reward for notice of reward was not published at that time.

Among other things the agreement says the Company shall not be obliged to retain any Firemen or other employe against whom charges shall be made within thirty days from the date hereof and who shall be found upon investigation to have committed acts of violence or been guilty of misconduct, during or in connection with the strike, which would justify his discharge or suspension.

Your personal of August 18th says the Superintendent discharged these men. Hence, he must have been convinced they were guilty of misconduct or other acts.

West demanded and was given an investigation by the General Superintendent and Superintendent and was discharged, hence, both were convinced he was guilty of misconduct or other acts.

Cundiff, after getting out of jail, on his return to Oakdale, asked for his time, hence, he discharged himself.

Cundiff is indicted at Wartburg, for selling liquor, since this trouble of March last and I think the B. of R. T. Constitution, prohibits members engaging in the sale of liquor.

West sold liquor at Somerset latter part of August and 1st part of September last. See affidavit sent you.

I know the O.R.C. constitution prohibits this, for Adams, and Wayman, were dismissed from the O.R.C. for selling liquor at Chattanooga, and I recall several cases of employes, who engaged in the sale of liquor, while serving a suspension, who were discharged for it.

I assume they will say to Judge Knapp; these men are not guilty, otherwise the Grand Jury, would indict them, to this we say 7 out of 12 of the first Grand Jury were subsidized and all but one witness intimidated, and we made no effort to indict at the last Grand Jury for West and Cundiff were both at Huntsville to persue the same tactics they did before, i.e., suborn, intimidate and subsidize, but we will do so when we think they think we have given it up.

If Judge Knapp has ever had any criminal practice he surely will know that innocent men never work on a Grand Jury to prevent an indictment and that it is only the guilty that do this. Innocent men never fear Grand Jury returns, the guilty do.

H.B.

3.

We further say that there is not a scintilla of truth in any affidavits or statements these men have and all of it was given them through fear.

If the moral of the service is to be considered, these men should not be re-instated and a lot in the service should be cut of it, but it is said, truthfully that you can't make Sunday School teachers out of Railroad men and some people don't care a tap about the morals of men so they get over the road without trouble and delay.

Yours truly,

F. Griffin

Somerset, Ky., Nov. 7, 1911. gm

Personal.

Mr. Baker:

Gundiff & West

Our conversation yesterday Inspection trip.

Yes sir, I wrote witnesses Hayes and [illegible] them a job. I did this after there [illegible] dated at Huntsville by Gundiff, when they [illegible] fy in the preliminary examination and I [illegible] Walker, of the Silerville Coal Mines, was [illegible] station for truth, veracity and honesty, [illegible] from Silerville, for if they remained [illegible] tampered with.

Yes sir. Mr. Morrow loaned Strunk [illegible] a day or two before he was to go to [illegible] fore the Grand Jury, to purchase some [illegible] and this $5.00 was to be returned when [illegible] Strunk did not go to Huntsville for [illegible] and Jackson and itimidated Lute not going [illegible] giving them an affidavit that he, Strunk [illegible] shooting, but was advised by Hayes to make [illegible] davit for the purpose of getting a remand.

West & Gundiff also Jackson made [illegible] ville and vicinity where Hayes and [illegible] them from appearing against them. [illegible] there taking service with a [illegible] was intimidated and remained. [illegible] Mines.

The altrecation between [illegible] grew out of a personal matter [illegible] Homer Wallin and had no bearing on [illegible]

Yours [illegible]

(Signed) [illegible]

QUEEN & CRESCENT ROUTE

H. BAKER,
GENERAL MANAGER.

GENERAL MANAGER'S OFFICE.

	MILEAGE
The Cincinnati, New Orleans & Texas Pacific Ry. - - -	328
Alabama Great Southern R. R. -	296
Belt Railway of Chattanooga -	49
Harriman & Northeastern R. R. -	20
Cincinnati, Burnside & Cumberland River R. R. -	4

CINCINNATI, O. Nov. 14, 1913.

35
35

"Personal"

Hon. Martin A. Knapp,
Presiding Judge, Commerce Court,
Washington, D.C.

Dear Sir:-

Referring to the hearing of cases in which Messrs. Silas S. West and Alvin Cundiff were concerned, before you yesterday, growing out of the shooting of a fireman at Glen Mary March 12th last, which hearing was in accordance with agreement reached in settlement of the firemen's strike on the CNO&TP Ry, and your decision that, by reason of these men not having been given an investigation before they were taken out of service, they should be reinstated.

In accordance with your decision, it was agreed with Messrs. Clark and Fitzpatrick at conference this morning that we will reinstate Messrs. West and Cundiff in the service of this Company without prejudice and without compensation for time lost. In accordance with the above, these cases are finally disposed of.

Thanking you for your prompt attention, I am

Very truly yours,

(Washington)

UNITED STATES COMMERCE COURT

WASHINGTON

November 18, 1911

35

Mr. H. Baker,
General Manager, Queen & Crescent Route,
Cincinnati, Ohio.

My dear Mr. Baker:

In view of your letter of the 14th instant, and the approved terms upon which Messrs. West and Cundiff have been reinstated, it is perhaps unnecessary for me to say anything further about the matters I decided. I was constrained to hold that these men were improperly dismissed, because it did not appear that any charges had properly been made against them within thirty days, as provided in the settlement agreement, and it did appear that they were both dismissed before there was any hearing in regard to their alleged misconduct.

With all sincere and cordial regards,

Yours very truly,

Presiding Judge.

UNITED STATES COMMERCE COURT

WASHINGTON

November 18, 1911

35

Mr. H. Baker,
General Manager, Queen & Crescent Route,
Cincinnati, Ohio.

My dear Mr. Baker:

In view of your letter of the 14th instant, and the approved terms upon which Messrs. West and Cundiff have been reinstated, it is perhaps unnecessary for me to say anything further about the matters I decided. I was constrained to hold that these men were improperly dismissed, because it did not appear that any charges had properly been made against them within thirty days, as provided in the settlement agreement, and it did appear that they were both dismissed before there was any hearing in regard to their alleged misconduct.

With all sincere and cordial regards,

Yours very truly,

Presiding Judge.

UNITED STATES COMMERCE COURT
WASHINGTON

November 18, 1911

35

Mr. Val Fitzpatrick,
Vice President B. R. T.,
American Trust Building,
Cleveland, Ohio.

My dear Mr. Fitzpatrick:

I have a letter from General Manager Baker, stating that after leaving my office an agreement was reached for the reinstatement of Messrs West and Cundiff without prejudice and without compensation for time lost. In view of this announcement it is perhaps unnecessary for me to say anything more about the matter I decided. I was constrained to hold that these men were improperly dismissed because it did not appear that they had been properly notified of any charges within thirty days, as provided in the settlement agreement, and it did appear that they were dismissed before any hearing regarding their alleged misconduct.

At your convenience please communicate this to Mr. Clark, as it seems unnecessary for me to write him a separate letter.

With all sincere and cordial regards,

Yours very truly,

Presiding Judge.

C O P Y.

Danville, Ky., July 26, 1911.

Mr. C. Hughes,

Brakeman, Oakdale, Tenn.

Dear Sir:

Referring to conversation yesterday p. m.

Alvie Cundiff was dismissed from the service as brakeman for unsatisfactory service.

Yours truly,

(Signed) W. B. Cameron

Superintendent.

c-s

State of Tennessee, }
Scott County. }

43-Mid. Ab-Ford Act

Personally appeared before me, M. D. Beaty, being duly sworn, and makes the following statement, to-wit:

That I know nothing about the shooting which occurred at Glen Mary, Tenn., on March 12th., 1911. I was standing on depot platform when the shooting occurred. Neither do I know who done the shooting, or anything about it. I understand that Silas West and A. Cundiff are accused of this shooting, and therefore, make this statement. I do this of my own free will and accord.

M. D. Beaty.

Sworn to and subscribed before me,
this 28th,day of March, 1911.

(Seal) Max Fritzsche, Notary Public.

Glen Mary, Tenn., May 11, 1911.

The statement of Lara Webb made on this date, May the 11th, 1911, as to the shooting of said James Carl at Glen Mary on March the 12, 1911.

At the time of the shooting, I was the cook and waitress at the Connors House on March the 12, 1911, when the said James Carl was shot, and from where the train was located it would have taken the train crew at least 10 mins. to have reached the Mrs. Connors Hotel at Glen Mary, and the train crew took dinner at the hotel on that date, including Silas L. West and Alva Cundiff, and the train crew reached the hotel not exceeding five or six mins. after I heard the shooting where said James Carl was injured on that occasion, and none of the crew, including Silas L. West or Alva Cundiff, showed any signs of excitement or anything that would indicate that anything unusual had occurred to the crew or any member thereof, and I have no suspicion of any member of that crew, and hearing the shots I could not tell where they came from, but they sounded like they came from the hill on the east side of the railroad, but I was in the house taking up dinner and when the crew, including Silas L. West and Alva Cundiff, came in there was no excitement or extra looks of the crew that led me to believe that any member of said crew had committed any act of said violence on that occasion, but each member of the crew appeared as they have heretofore, with nothing seeming to trouble any member, as had been the case heretofore stopping at this hotel.

Miss Laura Webb.

Sworn to and subscribed before me,
this May the 11th, 1911.

(Seal) Max Fritzsche, Notary Public.

C O P Y.

Glen Mary, Tenn., 5-11-1911.

Statement of Lloyd Baley.

I was in Glen Mary on the day that James Carl was shot. I heard some shooting but do not know who did it, did not see anyone fire a shot, and when the first was fired I started to run and went up between the cars towards the depot. It excited me and frightened me. I do not know anything about who did the shooting, nor did I see any action of any one that would cause me to believe that I knew who did it, or would make me suspicion any particular person. I did not see either Mr. S. L. West or Alva Cundiff. I know nothing about the shooting at all, or who did it. When the shooting began, I was just north of the water column.

Loyd Bailey

Sworn to and subscribed before me,
this May the 11th, 1911.

(Seal) Max Fritzsche, Notary Public.

C O P Y.

Glen Mary, Tenn., May 11, 1911.

Statement of Bob Burton.

On the day that James Carl was shot at Glen Mary, Tenn., I had been sitting around the water column with Silas L. West, Alva Cundiff, Chars. Neathery, James Carson and Chas. Hardy. Others had been in and out of our crowd and a big crowd all around there, and about 11 A. M. Charles Neathery said "Less go up and get one square meal". This was said to our crowd. Silas West said "I would like to go but would haft to go and see if he could get his train out before he could go", and he went away toward the depot and came back and said he would go but he would haft to hurry right back, and Mr. Neathery then insisted on me going with the crowd. I told him I could not do so, for I had to go home, and on my way home I stopped in the depot on some business and while there the shooting occurred. When I walked out of depot. I saw a man on the engine in bad condition. I told him to get off and get something done for him. About this time I saw Silas West and Alva Cundiff there at the platform, and they were at depot by the time this injured man was taken off the engine. I want to add that I said to the injured man to get off and I would see that he was not hurt, so I did not see the shooting, did not hear the shooting, and do not know who done the shooting. During our morning talk sitting around there, I heard no violent talk in any way, neither did I hear any threats made in any way, or any unkind words spoken, but all were jolly and in a good humor. This is all I remember about the case.

Robt. Burton.

Sworn to and subscribed before me
this the 11 day of May, 1911.

(Seal) Max Fritzsche, Notary Public

Glen Mary, Tenn., May 11, 1911.

Statement of C. E. Neathery.

On the day that James Carl was shot in Glen Mary, Tenn., I was in Glen Mary. S. L. West and Alva Cundiff & James Carson and Chars. Hardy were together and had been together most all the morning, and about 11 A. M. I invited the boys home with me for dinner and we started and we were coming up the mine track to Coal Hill and had gotten about 200 yards from water column up the mine track and to the point about where the chute track switch use to be and S. L. West and Alva Cundiff, Charles Hardy and James Carson was in the crowd with me. Where we were on the track we could not see neither the engine or the man on the engine from the point where we were. I could not tell where the shooting was, whether it came from the hill or across the track. I know that neither Silas L. West or Alva Cundiff did the shooting, as they were with me at the time, but I do not know who did the shooting, but after the shooting we returned and found that James Carl had been shot, or the fireman on that engine, who I understand to be James Carl.

C. E. Neathery.

Sworn to and subscribed before me,
this the 11 day of May, 1911.
(Seal) Max Fritzsche, Notary Public.

I have read the affidavit of C. E. Neathery which is true, and I adopt the same as my own, except I do not remember that the man Hardy or Hargis was along, but the others were. And I further state that some one told us that some one was shot, and we returned and found that this man James Carl was shot.

J. M. Carson.

Sworn to and subscribed before me,
this the 11th. day of May, 1911.
(Seal) Max Fritzsche, Notary Public.

540 feet bridge to column.

460 feet from point of eye to water column.

165 feet from point where West & Cundiff was when shooting began to point where a man can see an engine at water column, or a man thereon.

C O P Y.

Glen Mary, Tenn., May 11, 1911.

Statement of Munson Allen.

At the time shooting occurred in Glen Mary on the day said James Carl was shot, I was on top of a box car on the car just west of the track that James Carl's engine was on and about opposite and on the west of James Carl who was shot, and on a box car on next track west of the track on which the engine upon which James Carl was shot, and about 10 to 15 feet from James Carl when the shooting began, and there was with me at the time shooting began Evert Burton and Loyd Baley and we were all on top of the box car just west of and bout 10 to 15 feet west of the engine upon which James Carl was shot, and when three or four shots were fired, myself and other boys with me above named began getting off the car just as fast as we could. I do not know who got off first, but each of us got off as quick as we could. I heard the bullets whizz until we got off the car, but do not know where they came from or where they struck, and do not know which direction they came from, and I do not believe the boys with me could tell from which direction the balls came. I have no idea as to who did the shooting, as I did not see anyone shooting, and I did not see anyone that looked to me like he was guilty of the shooting, but when the man was shot the engine pulled up to the depot and I saw the man that was shot, and also saw Silas L. West and Alva Cundiff there at the depot, and they showed no signs of having committed any violence in any way but was there as other spectators looking at the man shot and seemed ready to assist in any way they could. I stayed there awhile and when I started home to dinner, S. L. West and Alva Cundiff came along with me until we cross the bridge across the creek in Glen Mary, when West and Cundiff turned off to the Connors Hotel and I went home to dinner. I saw no signs of excitement or anxiety by either West or Cundiff while I

was with them on that occasion. I have no idea as to who did the shooting and I do not think that either of the boys who were with me can know or have any idea who did the shooting.

Munson Allen.

For M. Allen.

Sworn to and subscribed before me,
this May the 11th, 1911.

(Seal.) Max Fritzsche, Notary Public.

Glen Mary, Tenn., May 11, 1911.

Statement of Hence Sharp as to the shooting of James Carl.

I was at the time of the shooting on the engine steps on the west side of train with my right foot on steps of engine and my left foot on the ground, and at the time shooting occurred I was talking to Ben Wilson, the Special Agent for the C. N. O. & T. P. Ry., and I could not see where any of the shots came from that affected the said James Carl, and I do not know who fired any of the shots that took effect in or injured the said James Carl. The shots coming from the east side and I being on the west side of engine, I was not in position to see and do not know who, and I have no idea who fired the shots that affected said James Carl, but as soon as the shots were fired, but I did not hear the report of any shots, but I did have an experience of the bullets striking the water tank, at least two of them which went close to my face and struck the water tank, and upon their coming close to my face as I heard them and striking the water tank, I left the engine, but I saw the man fall and he fell in the gang-way and said he was shot, but I do not know who fired shot or anything surrounding the shooting, and after I left the engine I do not know anything about any of the circumstances surrounding the shooting, and I did not see anyone that looked guilty of the offense, or seem to dealing the offense, and I have no knowledge of or idea of who did shooting on the occasion when said James Carl was shot here in Glen Mary on March 12, 1911. The shooting had to come in the position I was in from the east side of the train, and in a position to be from the east side of the gang-way and direct from the east side of the gang-way in order for the balls to have hit the water tank on the right way as they did hit, and close to my face, and after the shots were fired I left the engine and know nothing of the shooting except seeing the man fall in the gang-way of engine and say he was shot. The shots may have come from both the east and west side, but

the two shots I have reference to came from the east side and directly from the east side of the gang-way and none of the shots came from either up or down the railroad track.

Immediately after the shots were fired, I came with the engineer to the depot at Glen Mary and stayed there until after all trouble was over and know nothing further of the trouble except as herein stated, this being a full statement of all the facts of all the trouble as herein stated as a full and complete statement herein stated by me.

Hence Sharp.

Sworn to and subscribed before, me,
this May 11, 1911.

(Seal) Max Fritzsche, Notary Public.

MEMO OF INVESTIGATION HELD IN DANVILLE
10:00 A.M. May 12th, 1911, being present

Silas West, former Conductor,
J. R. Bauman, Conductor, member Committee,
T. R. Griffin, Chief Special Agent,
J. E. Wallin, Assistant Special Agent,
W. T. Caldwell, Superintendent,
W. S. Andrews, General Superintendent of Transportation.

Mr. West stated he had been unjustly dismissed and demanded an investigation of the charges. Mr. Andrews asked West if he was in Huntsville, Tenn. at time of preliminary examination of Brakeman Alvah Cundiff few weeks ago and if he was not familiar with the evidence given by witnesses named Hayes and Strunk.

West said he was present but as Cundiff waived examination there was no testimony given. He had heard rumors of what Hayes and Strunk had said but had no direct knowledge.

Portion of the affidavits of these men was then read to West:

"Train first 76 brought a new fireman in charge of two guards. I went up where he was and saw Conductor West there and heard him talking to him. West asked this fireman if he came there to fire that engine and the fireman replied that he had done so. West then told him that he could either fire that engine and die or leave there. That if he staid there he would die or if he tried to fire the engine he would die. Told him he had better leave there quick too. In his exact words: West-Do you want to fire this engine or die, or leave here or die: Fireman:- Captain I can fire the engine but I don't want to die: West: If you fire the engine you die and if you stay here you die, you had better leave here damn quick." The negro then started away and West said, "Go, damn you, go."

West denied this charge. He claimed when this fireman arrived Glen Mary he went to the engine and West expected train would start. When it did not start, West went to engine, Fireman was about to leave engine. West asked him what is matter. Fireman said he would not or could not fire engine, as he was afraid. West claims he then told fireman if he wasn't going to fire the engine to get to hell away from here.

Then read to West that part of the affidavit as follows:

"Pretty soon another train came in between 11 and 12 o'clock and stopped at the water column. I was talking to Silas West and I told him that I was going to ride that train and my partner, Minford Strunk was talking to Alvey Cundiff all sitting over there on the mining track and I said to West that it was pretty dangerous and then we walked across the track and got upon a gon, leaving the train men on the track. We sat down in the gon and sat there for some few minutes and heard a shot fired. We looked down when we heard the shot fired to see where it was and saw Alvey Cundiff shooting toward the engine. He dropped his gun down between his legs, raised his gun and shot again. He shot three or four times. Silas West was sitting against the bank and he walked over and sat down on the left hand side of Alvey Cundiff and commenced shooting."

West says this statement is a lie and denies shooting at firemen or seeing any one shooting at firemen while he was there. Said there was a big crowd around the station and he believed many of them were desperate men as they were armed. That some of these men fired the shots. West could not say who was in this crowd or who did the shooting. He did not see any of the shooting. He heard two shots fired at firemen on No. 9 but could not tell from which side of track they were fired.

In reply to question West said he did not know by name the people in the crowd at Glen Mary. Said he knew the faces of some of them but not their names. Probably could not identify them now. Could not say that any of them did the shooting.

He presented an affidavit from Charley Neatherly of Glen Mary that he was with West and Cundiff and other members of the train and engine crew at the time the fireman Jacob Carl was shot. That it was impossible for the shooting to have been done by West and Cundiff as alleged.

It should be noted here that Neatherly told Assistant Special Agent Wallin at Glen Mary after the shooting that it was done by West and Cundiff as charged in affidavits of Hayes and Strunk. He said he pretended to be friends with West and Cundiff fearing his life was in danger. Promised them to make statement that they were innocent and to stand by them in

every way. He told Wallin to have him subpoenaed as witness should West and Cundiff be brought to trial and he would then under oath tell the real truth. That if he should be compelled to make statement or affidavit in Wests favor before the trial he would testify under oath that the statement was obtained under duress and in fear of his life and that his testimony under oath in the trial is the true statement of the facts.

We did not of course comment on this feature while dealing with West but we knew the value of this affidavit, provided always that Neatherly does not flop again.

Continuing the investigation West claims the statements of Hayes and Strunk are lies. That they said around Glen Mary they would get even with West for putting them off his train.

Note here that the affidavits of Hayes and Strunk show they were put off the train leaving Oakdale but got on again when train stopped at block signal. That they were afterwards invited into the caboose remaining there some time and sleeping in the caboose. No grounds for hard feeling in this.

Further claimed this alleged evidence is manufactured, that it is given in hopes of securing for themselves the reward of $500.00 offerred by the Railroad Company for evidence as to the identity of men shooting at employes. That he could secure for $500.00 sufficient manufactured evidence at Glen Mary to convict Mr. Andrews, Or Mr. Caldwell, or Mr. Griffin on the charge of shooting those men. That plenty of men in Scott County or Morgan County would swear to such manufactured testimony for $500.00 That he could bring competent and reliable testimony from reputable citizens of those counties that he (West) did not do the shooting.

We told West he could, no doubt, secure testimony from many people that they did not see him commit any of the alleged acts, expecially if those people were not at the scene of the trouble when it occurred, or they might

have been looking in the other direction. We based our action on the direct statements of eye witnesses.

West said

(1) We had no right to anticipate the result of the courts.

(2) That he is innocent until proven guilty.

(3) That we are persecuting him.

(4) That he should be permitted to remain in our service until the courts have passed on his guilt.

(5) That he is not under arrest or indictment.

(6) That he was arrested bu turned loose because no one appeared to testify against him at the preliminary examination.

It was explained to West

(1) The administration of the laws and the application of discipline by employers are entirely separate matters. The officers of the Company are authorized to handle the property and to apply such discipline as may be necessary and proper under the rules of the Company. The administration of the laws is in the hands of the Courts.

(2) We are not passing on his guilt or innocence. We have evidence of unsatisfactory services on his part which is sufficient in the opinion of the proper officers of the Company to justify his dismissal. We are acting in accordance with the rules of the Company in handling the case and in applying the discipline.

(3) We are not persecuting him but on the contrary we did not suspect him of the alleged acts until information was voluntarily given us by eye witnesses.

(4) The administration of the laws and the application of discipline by employers are entirely separate matters. The officers of the Company are authorized to handle the property and to apply such discipline as may be necessary and as may be proper under the rules of the Company. The administration of the laws is in the hands of the courts.

(5) The matter of his arrest or indictment is one for the courts or the officers of the law.

(6) The dismissal of his case by the local justice was on entirely technical points one of which was failure to submit the affidavit with the warrant; that the case was set for trial at 7:00 AM, our people had to walk from Helenwood to Huntsville.

Telephone notice was given that they were on the way but might be a few minutes late. Notwithstanding, the justice called the case at 7:00 AM sharp and then dismissed it on the technical points, while our people were then within about one mile of Huntsville.

West was asked as to his previous record. He said he was dismissed several years ago by former General Manager Garrett. He was conductor in charge of passenger train and was accused by young woman passenger on the train in his charge with an attempt to enter her berth in the sleeping car. West says he is innocent, but the evidence including the affidavit from the young woman was sufficient to justify his dismissal.

West admitted his return to service was undoubtedly due largely to influence of Mr. Griffin who took up the case with Superintendent Caldwell, and he was again put to work as conductor. It was explained to West this would indicate the officers of the Company were favorably inclined towards him and gave no grounds for his claim that they are trying to work up manufactured evidence in the Glen Mary Case.

West asked for letter showing cause of his dismissal which was furnished him. Cause shown "Unsatisfactory Services." West objected to this saying he wanted it to read "account intimidation of fireman and shooting at them". It was explained to him his dismissal was for unsatisfactory services and we declined to change the wording.

Mr. West and Mr. Sauman having nothing further to say the investigation was closed.

oo